



INVITATION FOR BID  
IFB 26-FMD-002  
ELECTRICAL SERVICES

City of Phoenix  
Public Works  
200 W. Washington St.  
7th floor  
Phoenix, AZ  
85003

RELEASE DATE: January 22, 2025  
DEADLINE FOR QUESTIONS: February 10, 2025  
RESPONSE DEADLINE: February 19, 2025, 11:00 am

City of Phoenix  
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1. INTRODUCTION.....	3
2. INSTRUCTIONS.....	5
3. SCOPE OF WORK.....	13
4. STANDARD TERMS AND CONDITIONS.....	26
5. SPECIAL TERMS AND CONDITIONS.....	38
6. DEFENSE AND INDEMNIFICATION.....	52
7. INSURANCE REQUIREMENTS.....	53
8. SUBMITTALS.....	56

Attachments:

Submittals - Costs and Payments

Submittals - Years in Business and References

Submittals - Warranty

Submittals - Contractor Licensing Requirements

Submittals – Notices and Contacts

Submittals – Debarment & Exclusion

Submittals – Offer Page

Acceptance Form

Submittals - Price Schedule

Submittals – Conflict of Interest and Transparency

Exhibit A – RWC Site Generators

# 1. Introduction

## 1.1. Summary

The City of Phoenix invites offers for Electrical Services, for a two-year term, with one (1) option year, commencing on or about July 1, 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.

## 1.2. Contact Information

### **Audrey Mims**

Contracts Specialist II  
200 W. Washington St.  
7th floor  
Phoenix, AZ 85003

Email: [audrey.mims@phoenix.gov](mailto:audrey.mims@phoenix.gov)

Phone: [\(602\) 256-4361](tel:(602)256-4361)

### **Department:**

Public Works

## 1.3. Timeline

### **Schedule of Events**

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local 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 (Audrey Mims) at (602) 256-4361/Voice or 711/TTY, or [audrey.mims@phoenix.gov](mailto:audrey.mims@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	January 22, 2025
<b>Pre-Offer Conference (Non-Mandatory)</b>	February 5, 2025, 10:00am (See next page for Webex meeting information)
<b>Written Inquiries Due Date</b>	February 10, 2025, 2:00pm
<b>Offer Due Date</b>	February 19, 2025, 11:00am (See paragraph 2.12, Submission of Offer, for instructions). The public will be able to call the Webex phone number below to listen to the Bid Opening meeting live.  Join by phone  +1-415 655-0001 US Toll; Access Code: 2485 824 7099

Offer Submittal Location	Email: <a href="mailto:pwd.solicitations@phoenix.gov">pwd.solicitations@phoenix.gov</a>  OR  City of Phoenix Public Works Department 200 W. Washington St, 1 <sup>st</sup> floor atrium Phoenix, AZ 85003  The atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department.
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See WebEx information for potential bidders that prefer to attend the Pre-Offer Conference virtually.

Meeting Link:

<https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m862483e2d5f1db11e4b8e9fdbb18caa9>

Meeting number (access code):

2509 524 5899

Password:

KMf5SXEpS33

Join from a video system or application:

Dial [25095245899@phxpublicworks.webex.com](tel:25095245899)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 2509 524 5899

## **2. Instructions**

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

The City of Phoenix invites offers for Electrical Services for a two-year term, with one (1) option year, commencing on or about July 1, 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 service is needed to supplement in-house staff during periods of high demand and to work on medium voltage projects.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

### **2.2. City's Vendor Self-Registration and Notification**

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

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

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

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

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

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

## 2.4. Fixed Offer Price Period

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

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

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

## 2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

## 2.7. Inquiries

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

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

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

## 2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

## 2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

## 2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

## 2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

## 2.12. Submission of Offer

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

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

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

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

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

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

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

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

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

## 2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

## 2.14. Offer Results

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

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



## 2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation.

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

## 2.16. Award of Contract

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

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

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

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

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

## 2.17. Solicitation Transparency Policy

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

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

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

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

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

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

## 2.18. Protest Process

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

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

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

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

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

- Identification of the solicitation number;
- The name, address and telephone number of the protester;

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

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

## 2.19. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

## 2.20. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

## 2.21. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

## 2.22. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

## 2.23. 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.

## 2.24. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

### **3. Scope of Work**

#### **3.1. PURPOSE:**

The City of Phoenix ("City") Public Works Department requires services from a qualified electrical contractor(s) to supply all labor, materials, supplies, equipment, supervision, transportation, mileage, and all overhead burdens associated with the cost to perform commercial and industrial electrical work requested as stated herein.

#### **3.2. BACKGROUND:**

3.2.1 Work is performed through individual work orders initiated by the City. Work orders will contain the general scope for the work to be performed. Work may include performing simultaneous projects and maintenance at multiple sites, with locations throughout the Phoenix Metropolitan area; from the Verde River (Salt River Pima Maricopa Indian Reservation) on the eastside, to SR85 near Buckeye on the west side and from Anthem on the north side, down to Pecos Road - south side. In addition, there are radio communication towers located at Lake Pleasant, New River, White Tank Mountains, Sacaton and Burnt Mountain in Quartzsite, Arizona that will require maintenance and/or repair. Contractor will provide the level of technical expertise required to meet the contract requirements.

3.2.2 The Contractor will provide a detailed list of parts and labor pursuant to the terms of the contract in their cost estimate for all services and projects. Miscellaneous charges including but not limited to, overhead, delivery, fuel, transportation, shop supplies, freight, travel, etc. will not be allowed under this contract and these charges will not be paid by the City. The Contractor(s) must receive written authorization from the Authorized Department Representative (ADR) prior to commencement of each service. The City cannot guarantee that the Contractor(s) will receive a specific amount of work.

3.2.3 The City will have the sole decision as to any acceptable alternate product(s).

#### **3.3. GROUPS:**

Projects in Group I shall include:

- Service Entrance Section (SES) preventative maintenance
- Electrical distribution preventative maintenance to include panels and disconnects
- Replacement of electrical wire due to wire theft
- General electrical services
- Electrical maintenance

Projects in Group II - Relamping shall include:

- Building relamping
- Exterior lighting and replacement
- Non-traffic light pole base removal and replacement

### 3.4. DEFINITIONS:

"Electrical Apprentice"	An individual who is currently attending a certified apprenticeship program.
"Electrical Helper "	An individual who assists certified Journeyman Electricians.
"Journeyman Electrician"	An individual who has completed a certified Electrician's apprenticeship.
"Skilled Electrician"	An individual who has acquired the training and experience to work independently and has NFPA 70E training, but does not possess a certification for Journeyman Electrician.
"On-site"	The time the Electrician(s) arrive at one of the locations covered under the contract or as listed on the purchase order and checks in/signs in with the Authorized Department Representative (ADR).

### 3.5. GENERAL REQUIREMENTS:

3.5.1 Work, materials, and equipment must comply with the most current rules and regulations of the following:

- National Electrical Code (NEC)
- Occupational Safety and Health Act (OSHA)
- American Society for Testing and Materials (ASTM)
- National Electrical Code, latest edition (NFPA 70)
- Applicable city, state, and federal codes, ordinances and regulations.

3.5.2 The Electrical Contractor shall maintain proper licensure in the State of Arizona to perform the commercial electrical work identified in the scope of this contract throughout the contract term.

3.5.3 Contractor's license shall be current and valid for a minimum of five (5) consecutive years within the last ten (10) years.

3.5.4 Contractor needs to have a dedicated service department that can respond to service calls on an as-needed basis to troubleshoot equipment or perform repairs.

3.5.5 Contractor's license must be current and valid throughout the contract term.

3.5.6 Contractor shall be allowed to subcontract work not identified in the scope but directly related to the scope including but not limited to concrete work, sawcutting, scaffolding, etc.

3.5.7 Contractor's employees shall have NFPA 70E training. Contractor must provide proof of training at the time of bid for each employee who will be providing services under this contract.

3.5.8 Contractor will provide a copy of their Lockout/Tagout program, training records, records of their apprenticeship program upon request.

3.5.9 Contractor's field staff employees must have completed an accredited electrical apprenticeship program or have a minimum of three years' experience as a skilled electrician prior to commencing work on any City project.

3.5.10 Contractor's technicians performing repairs on medium voltage from 4,160- 13,000 volts must be properly trained.

3.5.11 Any electrical apprentice may work under the supervision of an approved electrical journeyman on a 2-journeyman to 1-apprentice ratio. A skilled electrician can work alone and/or alongside a Journeyman but never oversee an electrical apprentice or helper.

3.5.12 Each new hire that will be working on the facilities listed in 3.13 below must submit all documentation and be approved by the Public Works Electrical Facilities Supervisor.

3.5.13 Maximum security badging is required for all staff to work for the Contractor under the terms of this contract. In addition, a separate Criminal Justice Information Systems (CJIS) check will need to be obtained by Contractor staff who work at the following department facilities:

- Police
- Fire
- Information Technology Services
- Downtown facilities:
  - Calvin Goode Building
  - Information Technology Services
  - Phoenix City Hall
  - Phoenix Municipal Court
  - Police Crime Lab
  - Police Headquarters, 620 W. Washington
  - Police Property

3.5.14 Contractor shall obtain Maximum security badging for all staff and CJIS for a minimum four (4) journeyman and/or skilled electricians, one (1) on-site supervisor, and all service technicians.

3.5.15 Contractor staff doing work at Luke Air Force Base will need to undergo military background verification to obtain access to the base. City staff will not be responsible for escorting Contractors staff onto Luke Air Force Base.

3.5.16 Contractor staff working at the Phoenix Convention Center will need to complete background checks for contractor badging.

3.5.17 Contractor(s) will provide verbal project progress update on a daily basis to the ADR or their designee on their respective location.

3.5.18 Provide a written weekly status report of projects to the ADR or their designee. The report is due by close of business on Fridays.

3.5.19 All field alterations to new or existing projects will need prior written approval by ADR, shall require site engineering, drawn plans and specifications designed and permitted by an engineering firm and approved by the City of Phoenix Facilities Management Annual Facilities Program (AFP) Inspection and Development Services Department (DSD).

3.5.20 The Contractor(s) will be required to keep all work areas clean during and upon the completion of each project. The Contractor(s) will dispose of all debris and spilled fluids and will leave work area(s) broom cleaned after each project. This cost shall be included in the labor rate quoted for the project.

### **3.6. JOB REQUIREMENTS:**

3.6.1 Contractor must be familiar with all aspects of electrical maintenance, including installation of all sizes of electrical conduits, cables, wires, and switches. Contractors employees must be skilled in the care and use of hand tools and equipment necessary to perform various electrical repair tasks such as volt meters, meggers, and other testing equipment. They must be proficient in locating and adjusting defects in electrical systems and equipment and in using a locator to find conduit and wire. Some projects may require the use of earth moving equipment, aerial equipment and pneumatic equipment.

3.6.2 Contractor's employees must be able to perform the following:

3.6.2.1 Inspect all equipment for completeness and accuracy prior to installation.

3.6.2.2 Distinguish between the full range of colors in the color spectrum related to electrical wires.

3.6.2.3 Use graphic instructions such as blueprints, schematic drawings, layouts or other visual aids.

3.6.2.4 Estimate labor or material costs/amounts from blueprints or work plans and to make field estimates.

3.6.2.5 Make mathematical computations.

3.6.2.6 Exercise independent thought and action within the scope of assigned duties.

3.6.2.7 Comprehend and make inferences from written materials.

3.6.2.8 Measure distances with a tape measure or other measuring device.

3.6.2.9 Work in small, cramped areas such as ceiling crawl spaces, equipment enclosures, closets, confined spaces, etc.

3.6.2.10 Climb ladders or steps to reach work areas.

3.6.2.11 Work at heights greater than ten (10) feet.

3.6.2.12 Remain in a standing position for extended periods of time.

3.6.2.13 Work in a variety of weather conditions with exposure to the outdoor elements.

3.6.2.14 Express ideas on technical problems clearly and concisely both orally and written in the English language.

3.6.2.15 Work cooperatively with City employees, building occupants, and the public in face-to-face, one-on-one settings or using a telephone.



3.6.2.16 Make decisions and coordinate work based on information given by the City of Phoenix.

3.6.2.17 Work safely without presenting a direct threat to self or others.

### 3.7. LABOR RATES:

3.7.1 Regular hourly rates will apply as indicated in subparagraph 3.8.1. The labor rate will start upon arrival at the job site and end upon completion of work that day at the job site with a one-hour minimum. Additional labor will be paid in fifteen-minute increments. The Contractor(s) shall not charge portal to portal rates or additional charges for service calls.

3.7.1.2 All jobs are expected to require one (1) service person.

3.7.1.3 ADR must approve of multiple service people before the work is started and if approved, costs must be included in the quote prior to the start of any work.

3.7.1.4 ADR will notify vendor of the minimum number of staff required for large projects.

### 3.8. WORK HOURS:

3.8.1 **Regular:** Work hours are from 6:00 a.m. through 5:00 p.m., Monday through Friday, excluding City holidays. Actual work hours may vary and will be dependent upon time of entry permitted by the private property owner (or representative) as coordinated by the Contractor(s). Work shall be scheduled so as to not interfere with ongoing operations of the City or the Public.

- Regular calls for service should be returned within three (3) hours and be on-site within twenty-four (24) hours.

3.8.2 **Premium:** Work hours other than regular hours defined above will be considered premium hours. Premium hours include Saturdays, Sundays, City holidays, and weekdays from 5:01 p.m. through 5:59 a.m. Use of premium work hours shall have the prior approval of the ADR.

3.8.3 **Emergency:** Emergency work may be required under this contract. Emergencies will be defined by the ADR. The ADR will call the Contractor and indicate that it is an emergency; Contractor will return the call within one (1) hour. The name and phone number of the emergency contact shall be furnished to the City. When the ADR declares an emergency, the Contractor(s) will be on the job site no later than three (3) hours from the time of the initial call.

### 3.9. CONTRACTOR QUALIFIED PERSONNEL:

Contractor personnel performing work shall be a certified journeyman electrician, skilled electrician, electrical apprentice, or electrician helper. The ratio of employees working must be a two (2) to one (1) ratio, journeyman to apprentice or helper. To clarify, there must never be more than one apprentice or helper on a project unless prior approval is received from the ADR or large project and then ratio must remain a 2:1 journeyman to apprentice or helper ratio. A skilled electrician can work alone and/or alongside a Journeyman but never oversee an electrical apprentice or helper.

### 3.10. EQUIPMENT RENTAL:

The Contractor shall be responsible for providing all equipment and vehicles necessary to complete the project at no additional cost to the City, except that Contractor may be required to service unique building structures that may require utilizing specialty equipment. The Contractor shall identify all special equipment necessary (that will result in additional charges) prior to performing the service. Upon approval of the ADR, the charges and fees as agreed upon will be reimbursed at the actual expense of the

Contractor, without added overhead and profit. Original invoice(s) from supplier's materials and special equipment will be provided at the time of billing. The City will not accept any invoice that has been altered in any manner.

### 3.11. SUBCONTRACTOR:

Contractor will not subcontract or use any other party to perform services without prior written authorization from the ADR. Any Subcontractor needed for support services will be for a unique or specialty nature. If approved by the ADR, the Subcontractor must meet the City's insurance, security, and badging requirements and the cost for badging will be borne by the Contractor. Contractor will be responsible for verifying the Subcontractor's insurance, security and badging. Contractor's use of a Subcontractor or other party to perform services shall not relieve or release the Contractor from their duties, liabilities, or obligations under the contract. Subcontractor will be responsible for submitting their invoices to the Contractor.

### 3.12. HAZARDOUS WASTE:

Contractor is responsible for proper disposal for all hazardous waste including lamps and ballasts which do not contain PCBs or mercury. Lamps or ballasts that are missing labels stating, "No polychlorinated biphenyls" (PCBs), High Intensity Discharge (HID), fluorescent lamps and lamps or ballasts containing mercury will be properly packaged and taken to an appropriate recycling facility by the Contractor at Contractor's expense. Any additional charges for these services will not be paid by the City.

### 3.13. CODES, PERMITS, AND FEES:

3.13.1 Contractor must utilize the City of Phoenix Facilities Management Annual Facilities Program (AFP) Inspector in partnership with Developmental Services Department (DSD) to inspect all work. Field inspection and testing will be performed under provisions of electrical staff.

3.13.2 All field alterations to new or existing projects will need prior written approval by ADR, shall require site engineering, drawn plans and specifications designed and permitted by an engineering firm and approved by AFP/DSD.

3.13.3 Unauthorized City employees are not allowed to authorize work requiring a permit to be performed without a permit. Should Contractor perform work without the required permit(s), they will be responsible to correct said work at no cost to the City. Such work will be completed within one (1) day or one (1) week depending on the amount of work to be performed, as required by the ADR.

3.13.4 Contractor is responsible for obtaining all necessary permits throughout the duration of the contract term. Permit fees will not be reimbursed to the Contractor.

3.13.5 Contractor will pay any fees to high potential test (hipot) the Service Entrance Section (SES) before re-energizing (1000 amps or over.) This will be a "pass through" cost. Contractor is to show this as a separate line item on the invoice and include the receipt in order to be reimbursed for the fee at-cost, no markup.

3.13.6 Contractor will pay for utility company fee for power outage, contact utility companies to schedule power outages, and schedule AFP/DSD inspections and include those charges in their quote.

3.13.7 Other fees, costs or charges not specifically set forth herein are not allowed and will not be paid.

### 3.14. SAFETY:

3.14.1 Contractor is responsible for training all personnel under their employment including (electrical and non-electrical) subcontractors in areas concerning safe work habits and construction safety. The Contractor must continually inform personnel on hazards specific to any projects assigned.

3.14.2 Contractor will secure all electrical rooms, to limit access, prior to energizing any switchgear and will control access during the project after energizing. Contractor must post and maintain warning and caution signage in areas where work is ongoing near energized equipment. Contractor must cover all energized live parts when work is not being done in the equipment, including during lunch and break times.

3.14.3 Contractor will strictly enforce OSHA lock out/tag out procedures. Initial minor infractions will result in a warning; two (2) additional minor infractions may result in contract cancellation. Minor Infractions are those that violate OSHA or NFPA70E standards.

3.14.4 Major infractions will result in contract cancellation. Major Infractions are those that violate OSHA or NFPA70E standards and removing any Lockout/Tagout device or labeling, and any act that results in personnel injury or equipment damage.

### 3.15. QUOTES/ESTIMATES:

3.15.1 Contractor(s) shall provide complete written quotes for all projects which shall include a breakdown of materials and labor, prior to the start of any planned project.

3.15.2 Quotes shall include all information detailed in Section 5 - Special Terms and Conditions.

3.15.3 If a quote appears to exceed reasonable and customary trade standard pricing, in either labor hours or material cost, the City may require that the Contractor(s) submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the price is fair and reasonable.

3.15.4 Materials/parts required for each project will be a pass-through cost.

3.15.5 Original invoices are required before payment is authorized.

3.15.6 Only those materials and/or supplies actually used on the requested job will be reimbursed at cost.

3.15.7 The City may also provide materials and supplies for a particular job.

3.15.8 Quotes shall be provided at no cost to the City.

### 3.16. GROUP I SPECIFICATIONS:

3.16.1 The City may, at its discretion, provide the materials for any job or project. All materials must be reviewed and approved by the ADR. Substitutions must obtain prior written approval from the ADR before ordering. If substitutions are approved, Contractor will invoice the City based on the substitution price if it is different from the original quoted price. All materials shall be commercial or industrial grade, residential grade is not allowed.

3.16.2 Conduit and Fittings:

- Conduit sizes for various numbers and sizes of wires are as required by the NEC, but not smaller than  $\frac{3}{4}$ ".

- Each length of conduit will be stamped with the name or trademark of the manufacturer and will bear the Underwriters Laboratories (UL) label.
- Rigid Galvanized Steel (RGS), Intermediate Metallic Conduit (IMC), and Electrical Metal Tubing (EMT) will be Allied Tube & Conduit, Republic Conduit, Western Tube & Conduit Corp., or an alternate acceptable to the ADR.
- Polyvinyl Chloride (PVC) coated RGS or IMC will be Robroy Industries Inc., or an alternate acceptable to the City.
- Polyvinyl Chloride (PVC) conduit will be Carlon, Cantex, or an alternate acceptable to the City.
- Liquid-tight flexible metallic conduit shall be Anaconda Sealtite Type Unauthorized Authentic (UA), an alternate acceptable to the City.
- Metal Clad (MC) Cable of any size shall not be used except with prior permission and written authorization by the ADR.

#### 3.16.3 Fittings for RGS & IMC Conduits:

- Couplings and connectors for rigid galvanized steel (RGS) or intermediate metal conduit (IMC) conduit will be steel or malleable iron, threaded, raintight, and concrete-tight. Couplings and connectors that are exposed, installed in hollow construction, or above ceilings will be threaded, uncouple, or compression type. Compression-type steel watertight fittings will be used for EMT. Die-cast or pressure-cast EMT fittings are not allowed.
- Bushings and locknuts will be malleable iron with sharp, clean-cut threads.
- Fittings will be Appleton, Crouse-Hinds, Thomas & Betts (T&B), or as accepted.
- Couplings and connectors for the PVC conduit will be of the same manufacturer as the conduit to be coupled or connected. Fittings will be provided in accordance with the manufacturers recommendations.

#### 3.16.4 Conduit:

- PVC conduit may be used for all exterior underground systems, 24 inches below ground. All plastic conduit must be rigid, Schedule 40, heavy wall PVC. All PVC conduits must be UL listed. Install bell ends at all conduit terminations in manholes and pull boxes.
- Liquid-tight flexible metallic conduit, in lengths not exceeding 4 feet, will be used to connect motors and transformers. Installation will be such that considerable slack is realized. The conduit will contain a separate grounding conductors. Connectors will be steel or malleable iron.
- Galvanized steel, flexible metallic conduit, in lengths not exceeding 6 feet, will be used to connect fire alarm and wiring devices mounted in moveable panels such as acoustical ceiling tiles, etc. Installation will be such that considerable slack is realized. Connectors will be steel or malleable iron.
- All other conduit will be electrical metallic tubing (EMT). A separate insulating grounding conductor, sized per NEC 250-122, will be installed in all EMT. Conduit will be continuous from outlet to outlet, cabinet or junction box and will be so arranged that wire may be pulled in with the minimum practical number of junction boxes.

- All conduits will be concealed wherever possible. All conduit runs may be exposed in mechanical equipment rooms, electrical equipment rooms and electrical closets and where indicated on the drawings. No conduit will be run exposed in finished areas without specific acceptance by the City.
- Exposed conduit will be run in straight lines at right angles to or parallel with walls, beams or columns. In no case will conduit be supported or fastened to other pipes or installed to prevent the ready removal of other pipes. Where possible, all conduits for wiring within stud or moveable partitions will enter the partition from above.
- Provide corrosion protection for metallic conduit under concrete or in earth. Provide half-lap wrap of polyethylene 20-mil tape, factory PVC coating or as accepted. Where PVC coating is provided, joints must be sealed in accordance with the coating manufacturers published instructions.

### 3.16.5 All Other Fittings:

- Bushings and locknuts: where conduit enters boxes, panels, cabinets, etc., it must be rigidly clamped to the box by locknuts on the outside and inside and a bushing on the inside of the box. All conduits will enter the box squarely.
- Provide insulated bushing per NEC article 373-6(C) on all conduits. The use of insulated bushings does not exclude the use of double locknuts to fasten conduit to the box.
- Provide expansion fitting for all conduits where it crosses building expansion joints. Fittings will be complete with bonding jumpers and clamps shall be suitably bonded to conduits.
- Provide weatherproof fittings in exterior installations or as noted on the plans.

### 3.16.6 Wire:

- Provide new wire and cable. Each reel or coil must bear Underwriters Laboratories (UL), label. Mark or mold into insulation at regular intervals, the manufacturers name conductor size, insulation type, voltage rating and any additional information required by code.
- All wire must be stranded. Wire will also be rated for 600 volts and Cross- Linked High Heat Water Resistant (XHHW) for outdoor insulation, and THHN for indoor insulation, except for ufer or bare ground wires.
- Splice shall only be located in approved junction or outlet boxes.
- All branch circuit wiring shall be no smaller than 12-gauge wire.
- Electrical system color codes, main and branch conductors identified as follows:

<b>WIRE</b>	<b>120/280V</b>	<b>277/480V</b>	<b>120/240V</b>
A Phase	Black	Brown	Black
B Phase	Red	Orange	Orange
C Phase	Blue	Yellow	Red
Neutral	White	Gray	White
Ground	Green	Green	Green

- Changes to the color coding may be changed or approved by the ADR.
- Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling.
- Provide excess free conductor end length at termination points, adequate to make splices and terminations, permitting neatly trained conductors and in any case not less than 18 inches in Christy boxes and minimum 6 inches in standard openings.
- Splice only in accessible junction boxes.
- Inspect wire and cable for physical damage and proper connection.
- All control wiring in a circuit must be color-coded, each phase leg having a separate color and with all segments of the control circuit, whether in apparatus or conduit, utilizing the same color-coding.
- Wiring must be color-coded throughout its entire length, except feeders may have color-coded plastic tape at both ends and all accessible points.
- At all terminations of control wiring must have a numbered wire marker.

#### 3.16.7 Boxes:

- All switch and outlet boxes installed will meet Americans with Disabilities Act (ADA) requirements.
- All boxes must conform to the provisions of the most current NEC. All boxes must be of the proper size to accommodate the quantity of conductors enclosed in the box. Boxes must not be less than 4" square and 1-1/2" deep.
- Generally, boxes will be hot-dipped galvanized steel with knockouts. Where recessed, boxes will have square corners. Outlet, switch and gang size junction boxes on exterior surfaces in damp locations will be corrosion-resistant, cast malleable iron. Boxes will have threaded hubs for rigid conduit and neoprene gaskets for their covers. Boxes will be Appleton Unilets, Crouse-Hinds or alternate acceptable to the City ADR.
- Deep boxes will be used in walls covered by wainscot acoustical wall panels or paneling and in walls of glazed tile, brick or other masonry which will not be covered with plaster. The bottom of the box shall be located on the horizontal joint. Through the wall type boxes will not be used. All boxes will be non-gangable. Boxes in concrete will be of a type to allow the placing of conduit without displacing the reinforcing bars. All lighting fixture outlet boxes will be equipped with the proper fittings to support and attach a light fixture.
- All light switch, receptacle and similar outlets will be provided with approved boxes, suitable for their function. Back boxes shall be furnished and installed as required for the equipment and/or systems under this contract.
- Boxes will be rigidly attached to the structure, independent of any conduit support. Boxes will have their covers accessible. Covers must be fastened to boxes with machine screws to ensure continuous contact all around.
- Boxes will be as manufactured by Steel City, Appleton, Raco, or as accepted.

- Install all boxes parallel and perpendicular to the finished floor. Adjust all flush mounting positions so as to compensate for wall material thickness. Where devices occur in the same horizontal view plane, align devices.
- Support all boxes independently of conduit, except cast type which may be supported by rigid steel conduit only. Secure flush-mount boxes to wall and interior partition studs using stamped steel bridges as required to accurately position boxes. Secure ceiling-hung boxes to adjustable steel channel fasteners.
- Boxes with unused punched-out openings must have the openings filled with factory-made knockout seals.
- Where emergency power and normal power are located in the same outlet box or a potential of 480 volts is present in a switch box, install partition barriers to separate the various systems.
- Concrete pull boxes must be made of polymer/concrete 15" X 21".
- Ground rods will be copper or copper-clad steel 5/8-inch diameter by 8' long. All non-current-carrying metallic components will be bonded to the ground rods with minimum #4 copper wire.

#### 3.16.8 Service Entrance Section (SES) Preventative Maintenance:

- City will conduct a walk-through of all electrical equipment prior to maintenance performance by Contractor.
- Contractor will coordinate with ADR to schedule all utility company outages.
- City will obtain permits and schedule City inspector for utility clearance. •
- Contractor will pay to have the equipment hipot tested before the Service Entrance Section (SES) is re-energized (if required). Testing fees will be reimbursed at cost without mark-up and must be shown as a separate line item on the invoice and a receipt must be included.
- All equipment will be torqued to manufacturer specifications.
- City will contact and pay for Annual Facilities Program (AFP) inspector.
- Contractor will be escorted as needed into all buildings by a City representative.
- Contractor will prepare a written report of any repairs made and make recommendations for any further repairs necessary and deliver it to the ADR.
- Contractor must get PM spec sheet from ADR before starts.
- Any damage to property or office area caused by Contractor shall be repaired by Contractor at no additional cost to the City.

#### 3.16.9 Wire Theft:

- Contractor will replace any wire that is stolen and ensure the damaged system is back in operation. If Contractor cannot make repairs same day, the work area must be properly secured.
- Contractor shall repair or replace all wire, including conduit, box, fittings, and any other electrical accessory materials that were damaged by the theft.

- All wires will be XHHW-2 and terminations will be made with Polaris or equivalent connectors.
- City electrical staff will inspect the completed installation and ensure the system is operating correctly.
- Any damage to property or office area caused by Contractor shall be repaired by Contractor at no additional cost to the City.

### 3.17. GROUP II SPECIFICATIONS:

3.17.1 Approximately 66 sites per year. All materials must be reviewed and approved by ADR. Substitutions must obtain prior written approval from ADR before ordering.

#### 3.17.2 Building Re-lamping:

- Contractor will use ecological lamps in all City buildings.
- Contractor will use electronic ballasts and will replace any broken lamp holders (tombstones) in the light fixtures.
- Contractor will clean fixtures and diffusers. Contractor will be escorted into all buildings by a City representative.
- Any damage to property or office area caused by Contractor will be repaired by Contractor at no additional cost to the City.
- Contractor will leave work site clean of all work debris upon completion of project.
- Contractor shall dispose of all materials in the proper manner at no additional cost to the City. Contractor shall not dispose of any material on site.

### 3.18. FOCUSED PERFORMANCE STANDARDS:

The Contractor(s) shall supply the information stated in the Focused Performance Standards Table within the time specified in their contract, or any extension thereof. Therefore, the Contractor(s) shall pay to the City the penalties listed in the liquidated damages clause. The City may terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor(s) shall be liable for such penalties accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor(s) shall not be charged with penalties when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor(s).

#### Electrical Services Focused Performance Standards

Performance Standard	Measurement	How to Measure
Daily Verbal Progress Update	Provide verbal project progress update on daily basis to ADR or their designee. Section 3, 3.5.17	ADR or their designee to monitor and document
Weekly Written Status Report	Provide a written status report of a project to ADR or their designee. The report is due on Friday at the end of the business day. Section 3, 3.5.18	Received on time and reviewed for the completeness of report



Qualified personnel to Complete the Job	Provide qualified personnel to complete the job in a safe and workman-like manner. Qualified personnel are defined per the contract. Section 3, 3.9	Random site inspections
Provide Written Estimates and obtain approval before starting work	Provide written estimate and obtain approval from ADR or their designee before starting any work. Section 3, 3.15	ADR or their designee to monitor and document
Conformance of All Safety Requirements	The Contractor is to comply with all safety requirements and ensure personnel have proper devices to perform Lock Out/Tag procedures. Section 3, 3.14.3	Random site inspections and records review
Proper Disposal of All Hazardous Waste	The Contractor must follow proper procedure to dispose of all Hazardous Materials under the contract. Section 3, 3.12	ADR or their designee to monitor the return of all lamps, PCB ballast and any other hazardous materials
Cleanliness of Work Area(s)	Properly dispose of all debris, spilled fluids and leave work area(s) broom clean after each project is completed. Section 3, 3.5.20	Random site inspections
Emergency Response Time	When the ADR declares an emergency, the Contractor will be on the job site no later than three (3) hours from the time of the initial call. Section 3, 3.8.3	ADR or their designee to monitor emergency call outs
Product Specifications	All products to meet or exceed specifications listed in Section 3, 3.16 and 3.17	Random site inspections

### 3.19. CONTRACT MONITORING:

During the contract term, the City will conduct contract monitoring that will include evaluating Contractor performance and to ensure the delivery of goods and services are provided in accordance with the contract terms.

## 4. Standard Terms and Conditions

### 4.1. Definition of Key Words Used in the Solicitation

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

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

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

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

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

“City” The City of Phoenix

“Contractor” The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

“Contract” or “Agreement” The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

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

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

## 4.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
  - 1. Federal terms and conditions, if any
  - 2. Special terms and conditions
  - 3. Standard terms and conditions
  - 4. Amendments
  - 5. Statement or scope of work
  - 6. Specifications
  - 7. Attachments
  - 8. Exhibits
  - 9. Instructions to Contractors
  - 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any

statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

#### 4.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color,

religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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

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

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

- E. Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
  2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
  3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

#### 4.4. 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.

## 4.5. 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.

## 4.6. 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.

#### 4.7. 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.

#### 4.8. 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.

#### 4.9. Notice

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

#### 4.10. 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.

#### 4.11. 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.

#### 4.12. 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.

#### 4.13. 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.

#### 4.14. 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.

#### 4.15. 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.

#### 4.16. 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.

#### 4.17. 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.

#### 4.18. 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.

#### 4.19. 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.

## **5. Special Terms and Conditions**

### **5.1. Term of Contract**

The term of this Contract will commence on or about July 1, 2025, and will continue for a period of three (3) years thereafter.

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

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

### **5.3. Price**

All prices submitted shall be firm and fixed for the initial first year 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.

### **5.4. Method of Ordering**

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

### **5.5. Method of Invoicing**

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

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

## 5.6. 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.

## 5.7. Partial Payments

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

## 5.8. 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.

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

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

## 5.10. 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.

## 5.11. 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.

## 5.12. 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.

## 5.13. 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.

## 5.14. Cooperative Agreement

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

### 5.15. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

### 5.16. 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.

### 5.17. 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

### 5.18. Miscellaneous Fees

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.

Labor rates (Shop and On-site) shall 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.

### 5.19. Communication in English

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

### 5.20. 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.



## 5.21. Final Inspection and Approval

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

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

## 5.22. Pre-Construction Conference

A pre-construction conference will be held by the City's authorized Department representative prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

## 5.23. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

## 5.24. Types of Work Supervision

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

## 5.25. Background Screening

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

## 5.26. Background Screening Risk Level

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

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

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

## 5.28. Materiality of Background Screening Requirements; Indemnity

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

## 5.29. Continuing Duty; Audit

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

## 5.30. Variances and Exemptions

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

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

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

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

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

### 5.32. Employee Identification and Access

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

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

Unless otherwise provided for in the scope of work:

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

### 5.33. Key Access Procedures

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

### 5.34. Stolen or Lost Badges or Keys

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

### 5.35. Return of Badge or Key

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

### 5.36. Badge and Key Fees

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

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

### 5.37. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
  - 1. require a badge or key for access to City facilities; or
  - 2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
  - 3. allow unescorted access to City facilities during normal and non-business hours.
- C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

- D. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
  2. for reviewing the results of the background check every five years; and,
  3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
  4. Submitting the list of qualified Contract Workers to the contracting department.
  5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
  6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

#### 5.38. 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.

### 5.39. 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.)

### 5.40. 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

### 5.41. 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. 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.
- N. 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.
- O. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
  - 1. Conviction of a felony.
  - 2. Conviction of a misdemeanor (not including traffic or parking violation).
  - 3. Any outstanding warrants (including traffic and parking violations).
  - 4. A person currently on parole or probation.

5. A person currently involved in an investigation.

## 5.42. 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.

### 5.43. Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
  2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
  3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
  5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
  6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
  7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
  2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
  3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
  4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

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 (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) 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.

#### 5.44. 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.

#### 5.45. Handling of Photographs

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

## **6. Defense and Indemnification**

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

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

## **7. Insurance Requirements**

### **7.1. 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.

### **7.2. 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.

### **7.3. Commercial General Liability – Occurrence Form**

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

### **7.4. 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, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

## 7.5. 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.

## 7.6. Notice of Cancellation

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

## 7.7. 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.

## 7.8. 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 [audrey.mims@phoenix.gov](mailto:audrey.mims@phoenix.gov). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time.  
**DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

## 7.9. 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.

#### 7.10. Approval

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

## 8. Submittals

### 8.1. Copies

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

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

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

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

**Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

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

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

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

- NFPA 70E Training for employees
- Accredited Electrical Apprenticeship Program completion for employees

### 8.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to act on behalf of the Offeror

The offer shall be submitted with a Cover letter and the following documents:

- A. Offeror shall affirm the Pre-Award Qualifications in Section 2 - Instructions, paragraph 2.15 is met.
- B. Submittal Forms - all submittal forms are completed and signed.
- C. Price Schedule - a completed price schedule with all requested rates.
- D. Addenda - signed copy of all published addenda(s), if applicable.



Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

### 8.3. Additional Quantities

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

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

## COSTS AND PAYMENTS

(please complete and return with the submittal)

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

\_\_\_\_ Contractor offers a prompt payment discount of either \_\_\_\_% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

\_\_\_\_ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to [mailbox.sua@phoenix.gov](mailto:mailbox.sua@phoenix.gov).**

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## YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided \_\_\_\_\_  
listed in this solicitation for a period of \_\_\_\_ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

## **WARRANTY**

(please complete and return with the submittal)

Specify the Contractor or dealership / manufacturer where warranty work will be done:

Contractor \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_



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## CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

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

Offeror certifies possession of the following license:

Licensed Contractor's Name \_\_\_\_\_

Class \_\_\_\_\_

License Number. \_\_\_\_\_

Expiration Date \_\_\_\_\_

## NOTICES AND CONTACTS

(please complete and return with the submittal)

**NOTICES AND CONTACTS:** Any notice, consent, or other communication required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, sent by email, deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

### GENERAL COMMUNICATION INTENDED FOR PROPOSER:

Organization Name \_\_\_\_\_

Attn \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### WITH A REQUIRED COPY TO:

Organization Name \_\_\_\_\_

Attn \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### ACCOUNTS RECEIVABLE CONTACT: If different than above.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**OPERATIONS CONTACT: If different than above.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**INSURANCE CONTACT: If different than above.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**EMERGENCY 24-HOUR SERVICE CONTACT: If different than above.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

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Authorized Official Name

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Signature

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Title of Authorized Official

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Date





(please complete, sign, and return with the submittal)

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

**Enter City's Registration System ID Number**  
Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)

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

Print Name and Title (President, Manager, Member)	Offeror Legal Name and Company Type (LLC, Inc., Sole Proprietor)
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Name of Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_

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## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

### **CITY OF PHOENIX**

A Municipal Corporation  
Jeffrey Barton, City Manager

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Director or delegate: Felipe Moreno  
Title: Director  
Department: Public Works Department

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2025

City Clerk

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

## CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

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

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

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

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

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**7. Disclosure of Conflict of Interest:****A. City Code Section 43-34**

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

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

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

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

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

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

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

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

## 8. Acknowledgements

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

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

### B.Fraud Prevention and Reporting Policy

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

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

### OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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



Exhibit A

RWC Site Generators														
Site Name	Address	Location Code	Purchase Year	Generator Description	Fuel Tank Size (G.)	Fuel Type	Manufacturer	Model #	Serial #	Equip #	Run Hours	SAP #	Value	Fire VHF Presence
Adobe Mountain	23060 N 27th Ave	01640-00	Jul-04	Generator 200 kw	1000	Diesel	Kohler	200ROZJ	728774	335011	719	10081702	\$60,000.00	Yes: TX/RX
Arcadia	5220 E. THOMAS RD.	01662-01	Feb-11	Generator 150kw	1000	Diesel	Kohler	150REOZJE	2319304	135112	214	10234016	\$56,000.00	Yes: RX only
ASU West	4450 W. SWEETWATER RD.	02815-01	Feb-11	Generator 150kw	1000	Diesel	Kohler	150REOZSE	2330163	135115	157	10234017	\$56,000.00	Yes: TX/RX
Buckeye ATC	26952 LOWER BUCKEYE RD	02919-00	Mar-12	Generator 100 kw	1000	Diesel	GENERAC	SD100	12866220300	235013	274	10247869	\$52,000.00	None
Buckeye Festival Ranch	28016 W SUN VALLEY	02945-00	Mar-12	Generator 100 kw	1000	Diesel	GENERAC	SD100	12876750100	235012	258	10247870	\$52,000.00	None
Cashion	11326 W Buckeye	02666-00	Aug-03	Generator 135 kw	750	Diesel	Kohler	135ROZJ	725410	435130	548	10081711	\$52,000.00	None
Chandler Fire Academy	3550 S Dobson	02676-00	Jul-04	Generator 50 kw	500	Diesel	Kohler	50ROZJ	744136	435129	2514	10081717	\$25,000.00	Yes: RX only
Chandler Hamilton	913 S HAMILTON	02633-01	Mar-12	Generator 100 kw	1000	Diesel	GENERAC	SD100	NONE	235014	205	10247872	\$52,000.00	Yes: TX/RX
Daisy Mtn FS146	3116 W NEW RIVER RD	01945-00	Jul-04	Generator 80 kw	500	Diesel	Kohler	80ROJZ	724253	435127	611	10081715	\$42,000.00	Yes: TX/RX
Dove Valley	33003 N. 52ND ST.	02904-00	Feb-11	Generator 150kw	1000	Diesel	Kohler	150REDZJD	2288046	135108	243	10234018	\$56,000.00	Yes: TX/RX
DPS South Mountain	10919 S Central Site 13	00561-03	Jul-04	Generator 50 kw	500	Diesel	Kohler	50ROZJ	724257	435131	928	10081703	\$25,000.00	None
Estrella Mountain Ranch	11461 S 171st Ave	02664-00	Jul-04	Generator 50 kw	500	Propane	Kohler	50ROZJ	391199	935145	634	10081706	\$25,000.00	Yes: RX only
Far North	701 E Carefree Hwy	02129-01	Jul-04	Generator 200 kw	1000	Diesel	Kohler	200ROZJ	728768	335009	795	10081701	\$60,000.00	Yes: TX/RX
FS 34	50 N 51st Ave	00235-00	Jun-05	Generator 100 kw	750	Diesel	Kohler	100REOZJ	705551	435119	666	10081697	\$52,000.00	Yes: RX only
Glendale PD	6835 N 57th Dr	02718-00	Jul-04	Generator 80 kw	500	Diesel	Kohler	80REOZJB	736623	435123	570	10081709	\$42,000.00	Yes: RX only
Glenrosa	4020 W Glenrosa	00063-00	Jul-04	Generator 80 kw	500	Diesel	Kohler	80ROZJ	716657	435118	697	10081698	\$42,000.00	Yes: RX only
Goodyear Rainbow Valley	15699 S RAINBOW VALLEY DR	02925-00	Mar-12	Generator 100 kw	1000	Diesel	GENERAC	SD100	21122844	235011	487	10247871	\$52,000.00	Yes: RX only
Greenway and Tatum	15030 N. TATUM BLVD.	02671-00	Jul-04	Generator 60 kw	500	Diesel	Kohler	60REOZJB	768988	435132	586	10081714	\$42,000.00	None
Lake Pleasant	41835 . Castle Hot Springs R.	02665-00	Jul-04	Generator 80 kw	500	Diesel	Kohler	80REOZJB	744121	435122	697	10081708	\$42,000.00	Yes: TX/RX
Luke Air Force Base - Water Tower	Luke AFB Super Saber South Gate	02669-00	Jul-04	Generator 50 kw	500	Diesel	Kohler	50ROZJ	724244	435125	838	10081712	\$25,000.00	None
New River Fire Station #141	43814 N New River Rd	02672-00	Jul-04	Generator 100 kw	750	Diesel	Kohler	100REOZJB	749483	435128	515	10081716	\$52,000.00	Yes: RX only
North Mountain	10600 N 7th St	00596-00	Jul-04	Generator 200 kw	1000	Diesel	Kohler	200ROZJ	726945	235002	685	10081699	\$60,000.00	Yes: TX/RX
Outlet Mall	43240 Black Canyon Fwy	02663-00	Jul-04	Generator 50 kw	500	Diesel	Kohler	50ROZJ	724243	435120	549	10081705	\$25,000.00	Yes: TX/RX
Papago Butte Water Treatment	245 E Marigold Lane	02808-00	Aug-12	Generator 80 kw	500	Diesel	Kohler	80REOZJD	2180433	935016	446	10081719	\$52,164.00	Yes: RX only
Peoria Pinnacle Peak PSFS 5 FS195	23100 N Lake Pleasant Rd	02670-00	Jul-04	Generator 50 kw	500	Diesel	Kohler	50ROZJ	724256	435126	717	10081713	\$25,000.00	Yes: RX only
Sacaton Mtn.	13471 N TOWER ROAD	02924-00	Jul-04	Generator 50 kw	500	Diesel	Kohler	50REOZJB	435121	435121	754	10081707	\$25,000.00	Yes: TX/RX
Sky Harbor	Terminal 3 Level 5	02674-AV	Jul-04	Generator 100 kw	750	Diesel	Kohler	100ROZJ	724259	8584	714	10081700	\$52,000.00	Yes: RX only
South Mtn.	12717 S. CENTRAL AVE	00561-01	Apr-19	Generator 100 kw	750	Diesel	Kohler	100REOZJF	3346GMFP0013	035120	26		\$130,000.00	Yes: TX/RX
Tempe Bell Butte	1705 W BROADWAY	02228-01	Aug-12	Generator 100 kw	550	Diesel	Kohler	100REOZJD	2180443	935015	806	10081720	\$71,482.00	Yes: TX/RX
Tempe Fire Training	1342 E University	02807-00	Aug-12	Generator 100 kw	750	Diesel	Kohler	100REOZJD	2180436	935021	594	10081718	\$52,164.00	Yes: RX only
Tempe South PD Substation	8201 Hardy Dr	02667-00	Jul-04	Generator 80 kw	500	Diesel	Kohler	80ROZJ	724240	435124	505	10081710	\$42,000.00	Yes: RX only
Updated Jan 2020														