



SECTION V – SCOPE

1. INTRODUCTION

The City of Phoenix (City) is seeking to establish contract(s) for testing and inspecting Fire & Life Safety Systems; Fire Alarm, Fire Sprinkler and Fire Suppression Systems, Fire Hydrants, and repairs to all systems. Contractors will test and inspect Fire Hydrants, excluding any repairs. Contractor will provide all labor, supervision, equipment, tools, incidentals, insurance, legal disposal (to include batteries), and reporting necessary to inspect, test, and repair and/or replace City of Phoenix Fire & Life Safety Systems (FLSS).

Group I – Test, Inspecting, and corrective actions:

- Fire Alarm Systems
- Fire Sprinkler / Suppression Systems
- Clean Agent Systems

Group II – Repairs for all Systems as needed and requested by CDCR

Group III – Fire Hydrants test and inspecting

In order to improve contract monitoring and controls, the City intends to award separate contracts to Group I, with different contractors as Primary & Secondary. Offers will be evaluated and awarded to achieve the lowest overall cost to the City. This means that contractors may provide pricing for Primary & Secondary within Attachment A – Pricing Submittal Group I, but can only be awarded one.

Exhibit A – Locations will provide a detailed reference tool for vendor as the City is unable to host a site visit for each location under this contract.

Exhibit B – Fire Protection System Inspection Frequency Guide

Exhibit C – Fire Hydrant Locations

Attachment A – Pricing Submittal

2. SCOPE

The testing and inspecting of all equipment listed in Groups I will include **immediate** corrective actions performed at the time of inspection on the following deficiencies: replacement of batteries, gauges, illegible or missing signs, chains, and locks; cleaning of smoke detecting devices and any loaded sprinkler heads. Inspecting and Testing Contractor must install/update bar codes on all devices and equipment, and implement and update the reporting program.

2.1. REQUIREMENTS BY GROUP

2.1.1. GROUP I - FIRE ALARM SYSTEMS REQUIREMENTS

Provide annual fire alarm and supervisory system test, inspection and reports for all panels, notification appliances, initiation devices, auxiliary



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devices, and control systems including all fire dampers serving all locations covered under this contract. Tests include, but are not limited to:

- 2.1.1.1. A test of the complete system for grounded, open, and shorted circuits.
- 2.1.1.2. A test of each alarm-initiating device for functions specified and for the required alarm actions.
- 2.1.1.3. A test of the system for electrical supervision.
- 2.1.1.4. A test to verify that alarm signals will operate under specified trouble conditions.
- 2.1.1.5. A test to verify that the system will perform all specified tasks.
- 2.1.1.6. A test to verify that all required system actions function properly will be provided.
- 2.1.1.7. Contractor will complete the following deficiencies on the day of test and inspect: replacement of batteries, gauges, illegible or missing signs, chains, and locks; cleaning of smoke detecting devices.
 - 2.1.1.7.1. Batteries must be replaced every two years, no batteries shall exceed 24 months of life span.
- 2.1.1.8. The Contractor will provide notice of any other deficiencies not outlined in 2.1.1.7 noted during the test and inspection within the timeframe allowed by Code.
 - 2.1.1.8.1. The Contractor must notify the CDCR if any deficiencies is an impairment to the system noted during the test and inspection within 90 minutes via email and phone call.
- 2.1.1.9. Install/update bar codes on all devices and equipment, and update the reporting program.
- 2.1.1.10. Test and inspect in accordance with current adopted published PFC and NFPA codes.
- 2.1.1.11. Contractor will notify CDCR in writing a minimum of 48 hours prior to testing.



2.1.1.12. Contractor must contact CDCR in writing a minimum of one hour prior to schedule time, if the contractor is unable to complete inspection and testing.

2.1.1.13. The CDCR may request additional testing on an as needed basis using labor rates under Group II.

2.1.2. GROUP I - FIRE SPRINKLER/SUPPRESSION SYSTEMS REQUIREMENTS

2.1.2.1. Testing and inspecting in accordance with current adopted published edition of the NFPA and PFC codes, includes wet and dry systems, stand pipe fire hose systems, 5-Year Internal Pipe inspection, Nitrogen Systems, and Pre-Action Systems.

2.1.2.2. Contractor will complete the following deficiencies on the day of test and inspect: replacement of, gauges, illegible or missing signs, chains, and locks.

2.1.2.3. Contractor is required to clean sprinkler heads before leaving the site and prior to finalizing the inspection report. CDCR may request additional cleaning and replacement, on an as needed basis using labor rates under Group II.

2.1.2.4. Contractor will notify CDCR in writing a minimum of 48 hours prior to testing

2.1.2.5. Contractor must contact CDCR in writing a minimum of one hour prior to schedule time, if the contractor is unable to complete inspection and testing

2.1.2.6. The Contractor must notify the CDCR if any deficiencies is an impairment to the system noted during the test and inspection within 90 minutes via email and phone call.

2.1.3. GROUP I - FIRE PUMPS & ANNUAL FLOW TESTING, REQUIREMENTS

2.1.3.1. Isolate sections, drain the isolated section, and refill the section. A second Contractor from Group II may be on-site to assist. Contractor will test and inspect systems in accordance with the PFC. When refilling a section, Contractor will be required to remain



on-site until the system is back to full pressure with all valves in the full open position and deemed to be free of any leaks.

- 2.1.3.2. Contractor will complete the following deficiencies on the day of test and inspect: replacement of, gauges, illegible or missing signs, chains, and locks.
- 2.1.3.3. Testing and inspecting in accordance with current adopted published edition of the NFPA and PFC codes.
- 2.1.3.4. Contractor will notify CDCR in writing a minimum of 48 hours prior to testing.
- 2.1.3.5. Contractor must contact CDCR in writing a minimum of one hour prior to schedule time, if the contractor is unable to complete inspection and testing.
- 2.1.3.6. The Contractor must notify the CDCR if any deficiencies is an impairment to the system noted during the test and inspection within 90 minutes via email and phone call.
- 2.1.3.7. The CDCR may request additional testing on an as needed basis using labor rates under Group II.

2.1.4. GROUP I - CLEAN AGENT SYSTEMS REQUIREMENTS

- 2.1.4.1. Testing and inspecting in accordance with current adopted published edition of the NFPA and PFC codes.
- 2.1.4.2. Contractor will notify CDCR in writing a minimum of 48 hours prior to testing.
- 2.1.4.3. Contractor must contact CDCR in writing a minimum of one hour prior to schedule time, if the contractor is unable to complete inspection and testing.
- 2.1.4.4. The Contractor must notify the CDCR if any deficiencies is an impairment to the system noted during the test and inspection within 90 minutes via email and phone call.
- 2.1.4.5. The CDCR may request additional testing on an as needed basis using labor rates under Group II.

2.1.5. GROUP II - REPAIRS FOR ALL SYSTEMS AS NEEDED AND REQUESTED

- 2.1.5.1. Contractor will provide complete written quotes for requested repairs. Written quotes will include a breakdown of materials and labor. The City reserves the right to review vendor costs for



materials prior to the start of a repair. If a quote appears to exceed reasonable and customary trade standard pricing, in either labor hours or material cost, the City may require that Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the quote is fair and reasonable. Materials required for each repair will be charged on a discount percentage as contained in the Bid Price Schedule. Original invoices are required before payment is authorized. Only those materials and/or supplies actually used on the requested repair will be reimbursed. The City may also provide materials and supplies for a particular repair. All repairs and quotes must be approved by CDCR.

2.1.5.2. SPRINKLER SYSTEM REPAIRS

Contractor will be required to assist with the isolation of sections, draining of the isolated section, and refilling. The Contractor for Group II will test and inspect systems annually in accordance with the PFC. When refilling a section, the Group I Contractor will be required to remain on-site until the system is back to full pressure with all valves in the full open position and deemed to be free of any leaks. All repairs and quotes must be approved by CDCR.

2.1.5.3. SCHEDULED REPAIR SERVICE

Upon initial notification by CDCR, Contractor's initial response shall be via telephone within 30 minutes. Contractor will coordinate with CDCR or designee for the repair or service schedule.

2.1.5.4. EMERGENCY REPAIR SERVICE:

Upon initial notification by CDCR, the Contractor's initial response will be via telephone within 30 minutes with an on-site response (physical presence) within 1 hour. Emergencies will be determined by the CDCR

GROUP III – FIRE HYDRANTS TEST AND INSPECTING

1.1.1.1. Testing and inspecting in accordance with current adopted published edition of the NFPA and PFC codes.

1.1.1.2. The CDCR may request additional testing on an as needed basis.



1.1.1.3. Exhibit C – Fire Hydrant Locations will list known fire hydrant locations, the contractor will be requested to test and inspection unknown fire hydrants as needed and requested by CDCR.

2. MINIMUM TECHNICAL LEVEL OF TRAINING AND CERTIFICATION

This includes any subcontractors that will be used to perform work. Any additional or replacement team members added throughout the term of the contract must receive pre-approval from the CDCR.

2.1. CONTRACTOR REQUIREMENTS

For Groups I – III the following are required:

2.1.1. NICET III – This certificate must be included with the offer (company)

2.1.2. NICET II or NICET I This certificate must be included with the offer (management/supervisor)

2.1.3. CSA Manufacturer Certified Technician - This certificate must be included with the offer (technicians)

2.1.4. Phoenix Fire Department Business Certificate – This certificate must be included with the offer (technicians)

2.1.5. B-1 contractor’s license, if applicable

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.

2.2. CONTRACTOR TECHNICIAN REQUIREMENTS

All technician team members performing services and repairs under Groups I-III must:

2.2.1. Have a minimum of five years’ experience in Fire & Life Safety Systems and be CSA certified.



2.2.2. Understand the requirements for testing and repair as outlined in the most current NFPA codes and the fire alarm requirements contained in the PFC, as applicable.

2.2.3. Understand the basic job site safety laws and requirements.

2.2.4. Understand equipment specific requirements, such as programming, application, and compatibility.

2.2.5. Be able read and interpret fire alarm system design documentation and manufacturer's inspection, testing and maintenance guidelines.

2.2.6. Properly apply the test and repair methods required to comply with most current NFPA, PFC and manufacturers' instructions.

3. SUBCONTRACTING

3.1. Contractor may be required to subcontract for proprietary items and/or other services. Contractor will be responsible for all payments to the subcontractor including but not limited to labor, parts and materials incurred from subcontracting services.

3.1.1. Contractor is responsible to ensure that any/all subcontractors possess all valid certifications and/or licenses as required by federal, state or local laws to perform any work related to this contract prior to the start of work. Contractor will provide certifications to CDCR.

3.2. Payment for work performed by a subcontractor will not exceed cost plus 10 percent of the labor rates stated on the Attachment A – Pricing Submittal: Group II Repairs. The original invoice from the subcontractor must be submitted with the Contractor's invoice for payment.

3.3. Subcontractors providing service under this contract must meet the same service requirements and provide the same quality of service required of the Contractor.

3.4. No subcontractor under this contract will relieve Contractor of responsibility of service and required warranty. Contractor will manage all schedules, quality, performance and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.

3.5. The City of Phoenix reserves the right to have the Contractor remove the subcontractor or any of subcontractor's staff deemed unsatisfactory.

3.6. Contractor must obtain written approval from the CDCR prior to any subcontracting work being performed. The City reserves the right to check any



subcontractor's background and decide whether to approve or reject the use of submitted subcontractor(s).

3.6.1. If a subcontractor is directed to perform work or modifications on Groups I-III, they must possess all certifications include in 3.1. Contractor Requirements and 3.2. Contractor Technician Requirements.

3.6.2. Contractor must provide the CDCR a copy of the subcontractor's certifications for CDCR's review prior to performing service.

4. ADDITIONAL REQUIREMENTS AND INFORMATION

4.1. Contractor will be responsible to ensure all parts or components are UL rated and approved/designed for use in all Systems.

4.2. Contractor is responsible to notify CDCR and the City of Phoenix Central Monitoring System (CMS) at (602) 534-8000 prior to testing the Fire & Life Safety Systems. Contractor must provide information on the equipment to be taken out of service, the location that testing will be performed, and the type of equipment to be tested. No testing will be conducted during business hours unless prior City authorization is given.

4.3. Contractor will record on their inspection form the condition of any trouble, supervisory, ground fault, or alarm conditions of any Fire & Life Safety System being tested prior to testing and email the CDCR the results the same day of the inspection. Upon completion of testing or repair, any new troubles, supervisory, ground faults or alarm conditions will be recorded and resolved by the Contractor and notify the CDCR.

4.4. Contractor will attend monthly progress meetings with CDCR(s) to review Fire & Life Safety Systems.

4.5. Contractor is responsible to obtain all required permits necessary to perform the work.

4.6. Quotes and invoices must be on separate documents.

4.7. Travel time and costs to and from the job site are not reimbursable.

4.8. Reimbursable labor hour(s) will begin when the technician arrives on the job site and ends when technician departs from the job site.

4.9. Contractor must provide a 24-hour/7-day a week phone number for a primary and a secondary contact for emergencies. These contacts must be qualified company representatives able to respond within the required time



4.10. Contractor must provide a point of contact for non-emergency issues. If the point of contact changes at any time during the contract period, Contractor must notify CDCR within 24 hours of change.

4.11. Audible/visible testing for Groups I-IV

Inspections and tests will be carried out with a minimum of interference and/or interruption at City facilities. All work will be coordinated with the CDCR or designee a minimum of one month in advance.

Regular: 6:00 A.M. – 6:00 P.M., Monday through Friday, excluding City holidays

Premium: After hours 6:01 P.M. – 5:59 A.M., Monday through Friday, weekends, City holidays, and Emergencies

5. ADDITIONAL REPAIR WORK NOT COVERED UNDER GROUP I

If additional repairs outside the scope of Groups I is discovered during inspection and testing will require authorization from the CDCR, a new Work Order Number, and Shopping Cart or Purchase Order Number before repairs are initiated.

6. SPECIALIZED EQUIPMENT

Contractor is expected to have tools and/or equipment considered standard to the trade available and at **no extra cost** to the City. Contractor will be reimbursed for the rental of any specialized equipment that has been pre-approved by the CDCR, in writing via shopping cart or purchase order, required to complete a job. The reimbursement will be for the actual cost to the Contractor. Documentation of the cost must be included with the final invoice and there will be **no mark-up** permitted on rental equipment costs.

7. CITY STAFF TRAINING

Training will be determined necessary by the CDCR will be provided by the Contractor for selected City staff on an as-needed basis at a City of Phoenix location(s). **All training must be approved by CDCR.**

Contractor will provide proprietary factory-authorized training on diverse fire alarm system products on an as-needed basis at no cost to the City. This training encompasses all aspects of the proprietary Fire & Life Safety Systems that the City of Phoenix services.

8. FIRE WATCH

If Contractor fails to meet the requirements as specified in the Scope of Work resulting in an impairment of the systems listed in Groups I-II Contractor must provide a “Fire Watch” in accordance with PFC in the affected area(s) and maintain the “Fire Watch”



until the impairment is repaired and the system is placed back into service, at no cost to the City. – staff performing fire watch must meet badge requirements.

9. REPORTING

9.1. Implement reporting program to be discussed during the Post-Award conference.

9.1.1. The primary vendor will be required to maintain and update reporting program for any systems that the secondary vendor was requested to test and inspection. At next schedule inspection.

9.2. Contractor must utilize BuildingReports or equivalent web-based reporting system as well as device-specific bar code inspection system to complete all inspections and track services for all groups. Only one bar code can reside on any device.

9.3. Utilize BuildingReports or equivalent for all Fire & Life Safety systems test, inspect, and repairs.

9.4. The devices tested will be scanned and critical information for the devices will be documented in BuildingReports or equivalent. Scanning the device barcodes will automatically record the date and time of inspection.

9.5. BuildingReports or equivalent on-line database and reports of the system tests will be available for viewing, downloading, and printing or e-mailing. This information must be able to be retrieved from anywhere via a standard Internet browser by use of password codes.

9.6. Deficiencies will be reported upon completion of the inspection to the Fire Marshal and CDCR in accordance with the PFC.

9.7. Deficiencies must be repaired/corrected within 30 days. In addition, the BuildingReports or equivalent must be updated within 3 business days of the repair/correction. If a repair/correction will take longer than 30 days, Contractor must notify the CDCR within 3 business days of inspection.

9.8. Include test and inspect of elevator controls for elevator recall and shunt trip capabilities in BuildingReports or equivalent.

9.9. Under no circumstances will Contractor delete the testing, inspecting, and reporting of any equipment or devices without the written directive of the CDCR.

9.10. Contractor will be required to update and provide new barcodes as needed

9.11. Contractor must provide complete functional testing of all Fire & Life Safety Systems and devices covered under this Contract. The Fire & Life Safety



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equipment is to be tested weekly, monthly, quarterly, bi-annually, and/or annually in accordance with current adopted published edition of the NFPA and PFC. All testing information must be uploaded into Building Reports or equivalent and reports emailed to requesting CDCR within three business days of the inspection. Deficiencies and deficiency repairs will be reported to the Phoenix Fire Marshal and requesting CDCR pursuant to PFC upon completion of the inspection.

- 9.12.** All inspection reports must be identified with systems 'Pass/Fail'.
- 9.13.** The City requires access to all reports and owned data for an additional 90 days after required three-year retention.



SECTION VI – SUBMITTALS

1. COPIES:

Please submit one original and one electronic copy (portable drive or CD) of Section VI – Submittals **REVISED**, Attachment A – Pricing Submittal **REVISED** 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).

1.1. Section VI – Submittals **REVISED**

1.2. One Original – Attachment A – Pricing Submittal **REVISED**

1.3. One electronic copy – Attachment A – Pricing Submittal **REVISED**

1.4. NICET III – This certificate must be included with the offer **(company)**

1.5. NICET II or NICET I This certificate must be included with the offer **(management/supervisor including subcontractors)**

1.6. CSA Manufacturer Certified Technicians - This certificate must be included with the offer **(technicians including subcontractors)**

1.7. Phoenix Fire Department Business Certificate – This certificate must be included with the offer **(technicians including subcontractors)**

2. COSTS AND PAYMENTS:

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

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

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



3. CATALOGS AND PRICE LISTS:

Contractor must provide with its submittal the date of the current manufacturer’s price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. Public Works Procurement Division must be informed 30 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City’s terms and conditions specified herein. All invoices must include the manufacturer’s part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer’s documented price listing for any item(s) invoiced.

3.1. DISCOUNT: All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

4. BID PRICE SCHEDULE:

See Attachment A – Pricing Submittal **REVISED**.

5. EMERGENCY 24-HOUR SERVICE CONTACT :

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

6. PLACE OF BUSINESS:

Bidder’s place of business will be an award factor in order to minimize the City’s transportation and handling costs. If additional service locations are available or if different from the address in Offer Section, enter below:



7. CONTRACTOR LICENSING REQUIREMENTS:

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

Licensed Contractor's Name _____

Class _____

License Number _____

Expiration Date _____

8. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided complete testing and inspecting Fire & Life Safety Systems; Fire Alarm, Fire Sprinkler and Fire Suppression Systems, and repairs to all systems listed in this solicitation for a period of five (5) years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Miscellaneous Building Repairs.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____



SECTION VI – SUBMITTALS REVISED

CITY OF PHOENIX

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI – SUBMITTALS REVISED

CITY OF PHOENIX

OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIONS - CITY’S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Verify Name and type of company
(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____



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
Ed Zuercher, City Manager

_____ Awarded this ____ day of _____ 2017
Director or delegate, Department

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.



SECTION VI – SUBMITTALS REVISED

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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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)

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

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

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

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

7. Disclosure of conflict of interest:



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:

8. Notice Regarding Prohibited Interest in Contracts

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).

- 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:

9. Acknowledgements

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**.

10. 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.

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