



## **INVITATION FOR BID**

**IFB 20-005 Motorized Rigging Maintenance, Service, and Repair**

**Arturo Nubez**

**Procurement Officer**

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## SECTION I - INSTRUCTIONS

### SECTION I – INSTRUCTIONS

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

#### SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



# SECTION I - INSTRUCTIONS

In accordance with the specifications and provisions contained herein, the City of Phoenix invites sealed offers for Motorized Rigging Maintenance, Service, and Repair for a five-year period commencing on or about October 1, 2021 or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

1. **CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:** Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> 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. **SCHEDULE OF EVENTS:**

| ACTIVITY (All times are local Phoenix time)   | DATE  |
|---|---|
| Deadline to Email the Procurement Officer of intent to attend Pre-Offer Conference and/or Site Visit. | 11:00 A.M. July 28, 2021  |
| Pre-Offer Conference <b>Via Cisco WebEx, See Item 3 Below for Details</b>                             | 8:00 A.M. August 2, 2021  |
| Site Visit <b>See Item 4 Below for Details</b>  | 10:30 A.M. August 2, 2021   |
| 2 <sup>nd</sup> Site Visit (if Necessary) <b>See Item 4 Below for details</b>                         | 1:00 P.M. August 2, 2021  |
| Site Visit Location   | 75 N 2 <sup>St</sup> , Phoenix, AZ 85004                                  |
| Written Inquiries Due Date  | 1:00 P.M. August 6, 2021  |
| Deadline to E-mail Request to Procurement Officer to Submit Offer                                     | 11:00 A.M. August 18, 2021  |
| Offer Due Date  | 11:00 A.M. August 20, 2021  |
| Offer Submittal   | Electronically ONLY<br>No hardcopies will be accepted. See item 13 below. |

The City reserves the right to change dates and/or locations as necessary.



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- 3. PRE-PROPOSAL MEETING:** Offers may attend pre-proposal meeting via Cisco WebEx at the date and time listed above in Schedule of Events. Please register for this meeting by emailing the procurement officer [arturo.nubez@phoenix.gov](mailto:arturo.nubez@phoenix.gov) on or before July 28, 2021 at 11 a.m. Please register for this meeting by emailing the procurement officer listed on the front page.
- 4. SITE VISIT:** Offerors attending the site visit will be limited to two persons per firm, due to Covid restrictions. Offeror must email Procurement Officer [arturo.nubez@phoenix.gov](mailto:arturo.nubez@phoenix.gov) to reserve a space for the Site Visit on or before July 28, 2021 at 11 a.m. Additional dates will be added to accommodate, all whom wish to attend the Site Visit. The second date if necessary, will be 8/2/2021 at 1:00 p.m.
- 5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Phoenix Convention Center Department, Fiscal and Procurement Services Division, 100 North 3<sup>rd</sup> Street, Phoenix, AZ 85004. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.
- 6. PREPARATION OF OFFER:**

  - 6.1** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
  - 6.2** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
  - 6.3** All time periods stated as a number of days will be calendar days.
  - 6.4** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing

## SECTION I - INSTRUCTIONS

an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- 6.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 6.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 6.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 6.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 6.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

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6.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

- 7. 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.
- 8. 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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

## SECTION I - INSTRUCTIONS

- 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.

**13. SUBMISSION OF OFFER:** The City of Phoenix will accept submittals electronically ONLY, for this IFB process. No hardcopies will be accepted. To submit proposals electronically, offerors must send an email to the Procurement Officer by the date listed on the Schedule of Events (Email Request to Submit Offer). The Procurement Officer will send an invitation to the offeror which will include submittal instructions. Offers must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock.

**14. 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.

**15. OFFER RESULTS:** Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. 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 list of bidders on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information as it was received in the offer. The City makes no guarantee as to the accuracy of any information. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

### 16. PRE-AWARD QUALIFICATIONS:



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- 16.1. 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. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)
- 16.2. Upon notification of an award the Offeror will have 30 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

### 17. AWARD OF CONTRACT:

- 17.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.
- 17.2. Factors that may be considered by the City include:
  - 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;
  - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
  - Safety record; or
  - Vendor history of complaints or termination for convenience or cause.
- 17.3. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- 17.4. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Department Director. A contract has its inception in the award, eliminating a formal

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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.

### **18. SOLICITATION TRANSPARENCY POLICY:**

- 18.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is canceled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 18.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the designated procurement officer.
- 18.3.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 18.4.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 18.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection

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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.

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

### 19. PROTEST PROCESS

- 19.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 19.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 19.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness within seven days of the date the Offeror was notified of the adverse determination.
- 19.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

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**19.5.** 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.

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

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

## SECTION I - INSTRUCTIONS

designated time, the Procurement Officer will make the information requested available for inspection.

**21. 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.

**22. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the 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.

**23. SITE INSPECTION:** Offerors should visit the site and familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and submittal prices. Please contact the procurement officer listed on the front page to arrange for a site inspection.

If indicated in the schedule of events a one-time walk-through site inspection tour will be conducted. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices.

**24. EVALUATION OF COMPETITIVE SEALED OFFERS:** The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

**25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

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

## SECTION I - INSTRUCTIONS

- 25.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 25.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 25.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 25.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 25.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

# SECTION II - STANDARD TERMS AND CONDITIONS

## SECTION II – STANDARD TERMS AND CONDITIONS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

|                          |   |
|--------------------------|---|
| <b>Will, Must, Shall</b> | Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.   |
| <b>Should</b>            | 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. |
| <b>May</b>               | 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<br>"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 Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract. |
| "City"                              | The City of Phoenix  |
| "Contract<br>Administrator"         | Shall refer to the contract administrator as designated by the Director.   |
| "Contract Manager"                  | Shall refer to a staff member designated by the Director   |
| "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<br>"Agreement"        | The legal agreement executed between the City of Phoenix, AZ and the Offeror.  |

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|   |  |
|---|--|
| “Days”  | Means calendar days unless otherwise specified.  |
| “Deputy Director” or<br>“Department Director” | The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.   |
| “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 Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211). |
| “Offer”                                       | Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror 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.   |
| “PCCD”  | Phoenix Convention Center Department   |
| “Solicitation”                                | Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), 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.   |



## SECTION II - STANDARD TERMS AND CONDITIONS

### 2. CONTRACT INTERPRETATION:

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

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

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Solicitation

**2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums

## SECTION II - STANDARD TERMS AND CONDITIONS

appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION:

- 3.1. RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- 3.2. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor



## SECTION II - STANDARD TERMS AND CONDITIONS

otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job- contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

**3.3.1. For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement 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 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 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 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

## SECTION II - STANDARD TERMS AND CONDITIONS

incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

- 3.3.2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement 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 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 will 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 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 will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
- 3.3.3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.3.4. **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.

## SECTION II - STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

## SECTION II - STANDARD TERMS AND CONDITIONS

unannounced inspections of the Contractor's facilities (during normal business hours).

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

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

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

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

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

### 4. COSTS AND PAYMENTS:

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

## SECTION II - STANDARD TERMS AND CONDITIONS

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

## SECTION II - STANDARD TERMS AND CONDITIONS

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

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

### 5. CONTRACT CHANGES:

- 5.1. 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 will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.
- 5.2. ASSIGNMENT – DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 5.3. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

### 6. RISK OF LOSS AND LIABILITY:

- 6.1. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- 6.2. ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of



## SECTION II - STANDARD TERMS AND CONDITIONS

the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

- 6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

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

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance

## SECTION II - STANDARD TERMS AND CONDITIONS

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.

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

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

### 7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2)

## SECTION II - STANDARD TERMS AND CONDITIONS

collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

### 8. CONTRACT TERMINATION:

- 8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 8.2. CONDITIONS AND CAUSES FOR TERMINATION:**

## SECTION II - STANDARD TERMS AND CONDITIONS

8.2.1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

## SECTION II - STANDARD TERMS AND CONDITIONS

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

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

**10. TAX INDEMNIFICATION:** Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.

**11. TAX RESPONSIBILITY QUALIFICATION:** Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or

## SECTION II - STANDARD TERMS AND CONDITIONS

Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

**12.NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

## SECTION III - SPECIAL TERMS AND CONDITIONS

### SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB) DELIVERED:** Prices quoted will be FOB destination and delivered, as required, to the following point(s): Phoenix Convention Center Department Warehouse, 150 North 5th Street, Phoenix, Arizona 85004. All deliveries shall be made between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. To schedule and insure that delivery can be accepted call the Warehouse at least 24 hours prior to delivery at (602) 262-6946.
2. **PRICE:** All labor rate prices submitted shall be firm and fixed for the initial 3 contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment e. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than Deputy Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Director or Department Director.
3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
4. **METHOD OF INVOICING:**  
Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) with a copy to the Contract Manager 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 including amounts before and after discount(s).
  - Quantity ordered, back ordered, and shipped.
  - Invoice number and date.

## SECTION III - SPECIAL TERMS AND CONDITIONS

- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.
- Applicable tax.
- Remit to address.

**5. METHOD OF PAYMENT:** Payments to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the information detailed above.

**6. PARTIAL PAYMENTS:** Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

**7. VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor's legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

**8. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:**

**8.1. Contractor and Subcontractor Workers 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.



## SECTION III - SPECIAL TERMS AND CONDITIONS

8.1.1. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**8.2. 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. The current risk level and background screening required is **STANDARD RISK LEVEL.**

**8.3. Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

8.3.1. require a badge or key for access to City facilities; or

8.3.2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

8.3.3. allow unescorted access to City facilities during normal and non-business hours.

**8.4. 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.

**8.5. Contractor Certification; City Approval of Background Screening:**

8.5.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:

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

8.5.1.2. for reviewing the results of the background check every five years; and,

## SECTION III - SPECIAL TERMS AND CONDITIONS

8.5.1.3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

8.5.1.4. Submitting the list of qualified Contract Workers to the contracting department.

8.5.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

8.5.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. 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.

**8.6. 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.

**8.7. 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.

## SECTION III - SPECIAL TERMS AND CONDITIONS

- 8.8. 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.
- 8.9. 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:
- 8.9.1. Contract Worker gains access to a City facility(s) without the proper badge or key;
  - 8.9.2. Contract Worker uses a badge or key of another to gain access to a City facility;
  - 8.9.3. Contract Worker commences services under this agreement without the proper badge, key or background screening;
  - 8.9.4. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
  - 8.9.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
  - 8.9.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss

## SECTION III - SPECIAL TERMS AND CONDITIONS

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.

### 8.10. Employee Identification and Access:

8.10.1. 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.

8.10.2. 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.

8.10.3. Unless otherwise provided for in the scope of work:

8.10.3.1. Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).

8.10.3.2. 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.

**8.11. 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.

# SECTION III - SPECIAL TERMS AND CONDITIONS

Contractor must submit the completed key issue/return form to the appropriate badging office.

**8.12. 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.

**8.13. 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.

**8.14. Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

|                        |         |           |
|------------------------|---------|-----------|
| 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  |

**9. TRANSITION OF CONTRACT:** At least 30 days prior to the expiration or termination of this contract vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of service at the required level of proficiency. Vendor agrees to provide to the city all files in ASCII format (or other city-designated format), 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 vendor. The provisions of this section will survive the expiration or termination of this contract. Within the City’s sole discretion, the vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.

## SECTION III - SPECIAL TERMS AND CONDITIONS

**10. 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:

10.1 have an employee/prospective employee of the Contractor be required 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);

10.2 act on newly acquired information whether or not such information should have been previously discovered;

10.3 unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and

10.4 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 any and all inquiries requested by the City.

**11. COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.

**12. LIQUIDATED DAMAGES:** If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and

## SECTION III - SPECIAL TERMS AND CONDITIONS

liquidated damages for each calendar day of delay, the amount of \$1,000. Procurement Division may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. The Deputy Director or Department Director will be the sole judge in determining the liquidated damages.

### 13. CONTRACT MANAGER:

Department Contact: Matthew Bouchard Production Services Manager  
Department Contact Address: 100 N 3<sup>rd</sup> Street Phoenix, AZ 85004  
Phone: (602) 495-7214  
Email: matthew.bouchard@phoenix.gov

### 14. CONTRACT ADMINISTRATOR:

Department Contact: Arturo Nubez Senior Buyer

Department Contact Address: 100 N 3<sup>rd</sup> Street Phoenix, AZ 85004  
Phone: (602) 262-6990

**15. 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.

**16. AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Director prior to the institution of the change.

## SECTION III - SPECIAL TERMS AND CONDITIONS

- 17. 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.
- 18. ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Director, and the City will not unreasonably withhold permission.
- 19. 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 or released by the Contractor or any other person except with prior written permission by the City.
- 20. START-UP SUPPLIES:** All necessary supplies, excluding paper, for the initial operation shall be provided with the equipment at the time of installation by the contractor at no additional cost to the City.
- 21. INDUSTRY STANDARDS:** It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

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

The City reserves the right to waive minor variation(s) if in the opinion of the Phoenix Convention Center, the basic unit meets the general intent of these specifications. The complete equipment/material Offer shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

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



## SECTION III - SPECIAL TERMS AND CONDITIONS

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

**23. WARRANTY:** All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of the implied manufacture warranty time from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of 24 hours, seven days a week, 24 hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

**24. CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under this contract will be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and will perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

**25. EMERGENCY TWENTY-FOUR HOUR SERVICE:** Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

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

**27. SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

## SECTION III - SPECIAL TERMS AND CONDITIONS

**28. PERFORMANCE INTERFERENCE:** Contractor will notify the City's Contract Manager immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

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

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

**30. HOURS OF WORK:** All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.

**31. FINAL INSPECTION AND APPROVAL:**

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

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

**32. TYPES OF WORK SUPERVISION:** The Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with management personnel.

**33. HAZARDOUS MATERIALS REQUIREMENTS – SDS:** Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients

## SECTION III - SPECIAL TERMS AND CONDITIONS

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

### 34. ENVIRONMENTAL PREFERRED PRODUCTS:

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

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

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

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

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F

## SECTION III - SPECIAL TERMS AND CONDITIONS

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

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

### **35. ENVIRONMENTAL QUALITY (Drinking Water & Treatment Chemicals):**

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

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

### **36. DUST CONTROL:**

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

The contractor shall NOT use grading, blading, disking, a gannon or like equipment to control weeds without prior written authorization from the project manager.

## SECTION III - SPECIAL TERMS AND CONDITIONS

Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

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

**37. ENERGY STAR:** All products provided in response to this solicitation shall be certified by the US Department of Energy or the US EPA as Energy Star or are certified under the Federal Energy Management Program and in all categories identified at [ENERGYSTAR.GOV](http://ENERGYSTAR.GOV)

### 38. OSHA LAWS AND REGULATIONS

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

38.1.1. Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.

38.1.2. Notification procedures.

38.1.3. Response coordination procedures between Contractor and the City.

38.1.4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.

38.1.5. Provide a description of the training provided to the Contractor employees.

**38.2.** Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative,

## SECTION III - SPECIAL TERMS AND CONDITIONS

properly and safely store all hazardous materials, which shall include as a minimum, the following:

- 38.2.1. Have a designated storage site for hazardous material, which includes secondary containment.
  - 38.2.2. Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
  - 38.2.3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.
- 38.3.** Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:

### OSHA Guideline Compliance

- 38.3.1. *Safety Data Sheets* – Contractor shall furnish to the City's Phoenix Convention Center Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided to the Downtown Facilities Division prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- 38.3.2. *Labeling of Hazardous Materials* – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- 38.3.3. *Caution Signs* – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- 38.3.4. *OSHA Guidelines Blood Borne Pathogens* – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor

## SECTION III - SPECIAL TERMS AND CONDITIONS

shall be responsible for compliance on date of Contract acceptance and shall provide proof to City's Phoenix Convention Center Department.

- 38.4.** Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Phoenix Convention Center Department, upon commencement of this Contract, and reviewed by the Phoenix Convention Center Department Safety Analyst for verification.
- 38.5.** Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.
- 38.6.** SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.
- 38.7.** Non Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.
- 38.8.** Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.
- 38.9.** Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

## SECTION III - SPECIAL TERMS AND CONDITIONS

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

**38.11.** The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

**39. INTELLECTUAL PROPERTY RIGHTS:** Consultant grants to City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this agreement (collectively, the "Deliverables") for the City's internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant's prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.





## SECTION IV – INSURANCE AND INDEMNIFICATION

### SECTION IV – INSURANCE AND INDEMNIFICATION

#### 1. PROFESSIONAL SERVICES

Consultant (“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 or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

#### 2. CONTRACTOR’S INSURANCE:

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

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors



# SECTION IV – INSURANCE AND INDEMNIFICATION

and Contractor may purchase additional insurance as they determine necessary.

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

**2.1.1. Commercial General Liability – Occurrence Form**

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

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

**2.1.2. Automobile Liability**

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

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

- 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.

## SECTION IV – INSURANCE AND INDEMNIFICATION

- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

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

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

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

**2.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

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

**2.4. 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

## SECTION IV – INSURANCE AND INDEMNIFICATION

the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

# SECTION V – SCOPE OF WORK

## SECTION V – SCOPE

### 1. INTRODUCTION

It is the city's intent to provide motorized theatrical rigging systems which operate safely, efficiently, and predictably for use by the city and the clients of the Orpheum Theatre and Phoenix Symphony Hall Venues by means of an annual Preventive Maintenance Service performed by a responsive, competent, qualified contractor, for a five (5) year period, commencing on or about October 1, 2021 according to the provisions, specifications contained herein.

Contractor must have been engaged in the installation, fabrication, inspection, or all aforementioned responsibilities, of powered theatrical rigging systems of similar size and complexity for at least five (5) years.

### 2. SYSTEM DESCRIPTION

#### 2.1 SYMPHONY HALL ACOUSTIC CEILING AND FRONT OF HOUSE EYEBROW SYSTEM DESCRIPTION:

The acoustical rigging system at Phoenix Symphony Hall consists of six (6) hoists and a Programmable Logic Controller (PLC) control system using Rockwell Panel View Plus Compact 2711PC-T10C4D1 touch screen and a pendant for the user interface. Communication to the Rockwell SLC 5/05 processors is via Cat6 Ethernet. The system controls and lifts the Front of House (FOH) Eyebrow, the center and side speaker cluster hoists; and the Acoustic Ceiling. The PLC, interfacing electronics and motor starters are housed in two Motor Control Centers (MCC).

The Acoustic Ceiling has a secondary air brake system with an air compressor and a manually started backup air compressor.

The front of house eyebrow and speaker cluster winches 'have a secondary speed brake system.

The MCC for the acoustic eyebrow and speaker clusters is located on the Front of House (FOH) cantilever grid that supports the eyebrow and speaker clusters. The MCC controls two hoists for the eyebrow including their electromechanical parking brakes and the two hoists for the three speaker clusters.

## SECTION V – SCOPE OF WORK

The MCC for the control of the Acoustic Ceiling is located on the stage grid. It controls two counterweight assisted hoists for the ceiling including their pneumatic parking brakes and the required air compressors.

The operator control station is located on the stage right proscenium wall. The panel consists of one 9" touch screen, a system power key switch, a hard-wired Emergency Stop operator, Auto/Pendant Selector and a receptacle for the pendant.

A control pendant is provided for manual operation of the ceiling, speaker clusters and eyebrow. The pendant includes an E-STOP operator, hoist selector and UP/DOWN operators for the ceiling; UP/DOWN operators for both the Center and Side speaker clusters; TILT & HEIGHT operators for the eyebrow. A second backup control pendant is also included.

Safety features include normal travel and ultimate limits, crosswind and slack line interlocks, and a line contactor at both motor control centers operated thru an E- stop circuit.

Acoustic Ceiling weight - approximately 24,000 lbs. Eyebrow weight - approximately 10,000 lbs.

### 2.2 SYMPHONY HALL ACOUSTIC CEILING HOISTS

Acoustic Ceiling Downstage Host - 24" Diameter cable drum; 14,000 lbs. capacity.

Acoustic Ceiling Upstage Host - 24" Diameter cable drum; 20,000 lbs. capacity.

The upstage hoist is counterweight assisted.

### 2.3 SYMPHONY HALL EYEBROW HOISTS

Eyebrow Upstage hoist - 12" Diameter cable drum; 8,000 lbs. capacity.

Eyebrow Downstage hoist - 12" Diameter cable drum; 8,000 lbs. capacity.

### 2.4 SYMPHONY HALL SPEAKER HOISTS

Center Speaker Cluster Hoist - 12" Diameter cable drum; 2,000 lbs. capacity

Side Speaker Cluster Hoist - 12" Diameter cable drum; 4,000 lbs. capacity

## SECTION V – SCOPE OF WORK

### 2.5 ORPHEUM THEATRE SPEAKER HOIST

Center cluster speaker hoist consists of one (1) Eurodrive #S72DT90S4 Gear Motor, control station pendant, idler block, loft block, and lift lines.

### 2.6 SYMPHONY HALL GRAND DRAPE SYSTEM

The Grand Drape system consists of a JR Clancy Power Assist™ Pro motorized rigging system and a JR Clancy SceneControl® 100 wall mounted control station with a Siemens "Simatic Panel" touch screen.

The motor unit moves a chain drive, 7-line counterweight line set arbor supporting the Grand Drape. The batten is 2½" steel pipe.

- A. The motor, gear box and drum are located on the stage floor level.
- B. The SceneControl station is located on the stage level at the proscenium end of the Fly Rail, stage right.
- C. The Motor Control Center (MCC) has a SEW Eurodrive "MOVIDRIVE Comact" drive inverter MCV41A-00 and is mounted approximately 6 feet above the control station.

### 2.7 SYMPHONY HALL FIRE CURTAIN SYSTEM

The fire curtain system consists of a straight lift Thermotec Industries fiber glass fire curtain, SEW Eurodrive Helical-bevel Gearmotor, drum, hoist motor starter with control station, two (2) release line stations with sixteen (16) 165-degree fusible links, SureGuard release system, three (3) rate of rise detectors, release line trip detector limit, Smoke Pocket Track, loft blocks, lattice track, and lattice track arbor.

### 2.8 ORPHEUM THEATRE FIRE CURTAIN SYSTEM

The fire curtain system consists of a Hub City 3805 Power Cube Worm Gear Drive, Canvass Specialties #CSC-G2WC Fire Curtain, yield pad, Smoke Pocket Track, Schedule 40 pipe batten, Hydraulic Dash Pot, 40' Lattice Track, 8' Lattice Track arbor, Loft blocks and lift lines, clutch release, starter, control station, two (2) release stations, release line with 165-degree fusible links.

### 2.9 SYMPHONY HALL EXTERNAL BANNER HOIST

## SECTION V – SCOPE OF WORK

Banner hoist consists of one (1) Them Series 4WPT8 worm gear power winch, pendant controller, 5/16" 6x9 IWRC wire rope, two (2) 5/8" 6x9 IWRC wire rope vertical guide cables, two (2) 3" diameter aluminum pipe with four (4) three wheel bearing guides, 3/4" turnbuckle termination hardware and connections, general duty 2-pole safety switch.

### 3. GENERAL REQUIREMENTS

#### 3.1. CONTROL

Controls shall be inspected, cleaned and operated to confirm all components and software are operating correctly. Manufacturer firmware and software updates and patches shall be examined for fitness and installed if required. Included are all pendants and control stations with their operators and lamps; and motor control centers with all interfacing electronics, PLC, starters and fuses. Software trim limits shall be adjusted, as needed, based on environmental and/or equipment changes. Travel limits to be checked and adjusted if required.

#### 3.2. GEAR MOTOR ASSEMBLIES

Assembly shall be cleaned, lubricated and operated to confirm all components are operating correctly. Any required adjustments will be made. Lubrication shall include proper lubrication of clutch, flange/pillow blocks and chain couplings. All set screws and fasteners to be checked for proper tightness. Electrical motors shall be tested under load to insure operation is within manufacturer's electrical specifications. All motor brakes and electric/pneumatic parking brakes shall be tested and adjusted properly.

#### 3.3. MOTORIZED SYSTEMS RIGGING

All rigging shall be cleaned, lubricated and operated to confirm all components are operating correctly. Any required adjustments will be made. T-Track and Lattice Track shall receive proper lubrication. All set screws and fasteners to be checked for proper tightness. All wire rope lift lines and release line rope shall be inspected for wear. All cable connections inspected for proper installation; wear and proper tightness. All Stay Chains shall be inspected and connection checked. All electrical cable management systems shall be inspected for proper operation including rigging components, lift lines and their connections.



## SECTION V – SCOPE OF WORK

### 3.4. EXCLUDED ITEMS

Contractor shall not be directly responsible for; the multi-circuit electrical cables used for lighting power or lighting control data lines, lighting fixtures and their lamps, finish materials of the eyebrow or acoustic ceiling, the rigging attachments on the speakers nor the speakers themselves, the Grand curtain fabric or curtain attachment ties or chains, but shall report obvious damage, hazards, or malfunctions immediately.

### 4. REPORTS

Any and all discovered safety hazards, damage, or malfunctions, covered within this scope of work, shall be immediately reported to the Department Representative.

Contractor shall submit for approval and scheduling any required parts or repairs that would significantly impact or exceeds the scope of work.

A final report shall be issued within 90 business days providing a detail of the general safety and fitness of the covered systems, work completed, and recommendations for any alterations, hardware or software updates/upgrades, and major or minor repairs not included within the inspection scope of work.

### 5. EQUIPMENT

All components that comprise each fully operational system shall be inspected. The following is a list of the covered systems and their major component parts. This is not meant to be a complete or exhaustive list of all covered system components.

#### 5.1 FIRE CURTAIN

Systems consist of motorized fire curtain, release, release line, starter, control station, fusible links, smoke pockets, guide tracks, lattice track, and lattice track arbor. Items covered include but are not limited to:

##### 5.1.1 CONTROLS

- A. Starter
- B. Control Station
- C. Travel Limits

## SECTION V – SCOPE OF WORK

D. Electrical Work pertaining only to Fire Curtain Control System

### 5.1.2 MECHANICAL

#### A. GEAR MOTOR ASSEMBLY CONSISTING OF:

- i. Motor
- ii. Brake
- iii. Gear Reducer
- iv. Release Clutch
- v. Drive shaft
- vi. Sprockets, Flanges & Couplings
- vii. Oil/Lubrication

#### B. RIGGING CONSISTING OF:

- i. Release Line
- ii. Release Stations (2)
- iii. Dashpot
- iv. Lattice Track & Arbor
- v. Stay Chain
- vi. Lift lines & Connections
- vii. Turnbuckles
- viii. Fire Curtain Batten
- ix. Loft blocks
- x. Release Counterweight

#### C. SMOKE POCKET CONSISTING OF:

- i. Smoke Pocket

## SECTION V – SCOPE OF WORK

- ii. Fastenings to Wall
- iii. Track & Guides

### D. FIRE CURTAIN CONSISTING OF:

- i. Fabric
- ii. Guides
- iii. Attachment to Batten

## 5.2 ACOUSTIC CEILING

System consisting of one (1) counterweighted assisted hoist, one (1) dead haul hoist, parking air brakes on each hoist, Motor Control Center, two (2) Air compressors, Shared Main Control Station, electrical cable rigging system.

### 5.2.1 ACOUSTIC CEILING REQUIREMENTS

- A. Acoustic ceiling structure shall be inspected and associated components clean.
- B. All ceiling panel and support steel fasteners checked for proper tightness.
- C. Check downstage rigging lift line connections and contacts.
- D. Drain tank moisture in air compressors.

### 5.2.2 ITEMS COVERED

#### A. CONTROLS

- i. Motor Control Center with PLC, interfacing electronics and starters
- ii. Slackline and Crosswind Detector Assemblies
- iii. Travel Limits

## SECTION V – SCOPE OF WORK

- iv. Position Encoders
- v. Shared Main Control Station - Touch Screen and operators
- vi. Shared Pendant Control and Backup Spare Pendant

### **B. MECHANICAL**

#### **COUNTERWEIGHT ASSISTED HOIST CONSISTING OF:**

- i. Brake motor
- ii. Gear Reducer
- iii. Pneumatic Brake
- iv. Drive Shaft
- v. Sprockets, Flanges & Couplings
- vi. Cable Drum
- vii. Oil/Lubrication

### **C. HOIST CONSISTING OF:**

- i. Electric Lift Motor
- ii. Brake motor
- iii. Gear Reducer
- iv. Pneumatic Brake
- v. Drive Shaft
- vi. Sprockets, Flanges & Couplings.
- vii. Cable Drum

### **D. AIR COMPRESSORS CONSISTING OF:**

## SECTION V – SCOPE OF WORK

- i. Motor
- ii. Belt
- iii. Storage Tank
- iv. Pressure Switches
- v. Pneumatic Plumbing

### **E. RIGGING CONSISTING OF:**

- i. Main Drive Cables
- ii. Two (2) Arbors & T-Track
- iii. Lift Lines & Connections
- iv. Multi-Electrical Cable Rigging
- v. Turnbuckles
- vi. Head Blocks
- vii. Loft Blocks
- viii. Upstage Guide

### **F. ACOUSTIC CEILING CONSISTING OF:**

- i. Main Structure
- ii. Lift Line Pick Points
- iii. Wheels/casters
- iv. Two (2) Ramps

### **5.3 ACOUSTIC EYEBROW**

System consisting of two (2) Hoists, parking electric brakes on each hoist, Motor Control Center, Shared Main Control Station and Control Pendant.

## SECTION V – SCOPE OF WORK

### 5.3.1 ACOUSTIC EYEBROW REQUIREMENTS

- A. Eyebrow structure shall be cleaned and inspected.
- B. All panel and support steel checked for proper tightness.

### 5.3.2 ITEMS COVERED CONTROLS

- A. Motor Control Center with PLC, interfacing electronics and starters
- B. Slackline and Crosswind Detector Assemblies
- C. Travel Limits
- D. Position Encoders
- E. Shared Main Control Station - Touch Screen and Operators
- F. Shared Control Pendant

### 5.3.3 MECHANICAL

#### A. TWO (2) DEAD HAUL HOIST CONSISTING OF:

- i. Brake motor
- ii. Gear Reducer
- iii. Electric Brake
- iv. Drive Shaft
- v. Sprockets, Flanges & Couplings
- vi. Cable Drum

#### B. RIGGING CONSISTING OF:

## SECTION V – SCOPE OF WORK

- i. Lift Lines & Connections
- ii. Multi-Electrical Cable Rigging
- iii. Turnbuckles
- iv. Loft Block

### C. EYEBROW CEILING CONSISTING OF:

- i. Main Structure
- ii. Lift Line Pick Points
- iii. Center Speaker Cluster Cable Entries

## 5.4 CENTER & SIDE SPEAKER CLUSTER HOISTS

Systems consist of Hoists, Motor Control Center, Shared Main Control Station and Control Pendant.

### 5.4.1 ITEM SPECIFIC REQUIREMENTS

All fasteners checked for proper tightness. This includes rigging lift line connections.

### 5.4.2 ITEMS COVERED CONTROLS

Motor Control Center with PLC, interfacing electronics and starters

- A. Slackline and Crosswind Detector Assemblies
- B. Travel Limits
- C. Position Encoders
- D. Shared Main Control Station - Touch Screen and Operators
- E. Shared Control Pendant

## SECTION V – SCOPE OF WORK

### 5.4.3 MECHANICAL

#### A. THREE (3) DEAD HAUL HOIST CONSISTING OF:

- i. Brake motor
- ii. Gear Reducer
- iii. Drive Shaft
- iv. Sprockets, Flanges & Couplings
- v. Cable Drum

#### B. RIGGING CONSISTING OF:

- i. Lift Lines & Connections
- ii. Multi-Electrical Cable Rigging
- iii. Turnbuckles
- iv. Loft Blocks

### 5.5 JR CLANCY MOTORIZED GRAND DRAPE

System consisting of one (1) counterweighted assisted hoist, one (1) drive chain, Motor Control Center and Automation Control Station screen.

#### 5.5.1 JR CLANCY MOTORIZED GRAND DRAPE REQUIREMENTS

All fasteners checked for proper tightness. This includes drive chain and counterweight rigging.

#### 5.5.2 ITEMS COVERED

##### A. CONTROLS

- i. Main Control Station - Touch Screen and Operators



## SECTION V – SCOPE OF WORK

- ii. Motor Control Center with PLC, interfacing electronics and drive
- iii. Travel Limits
- iv. Position Encoder

### **B. MECHANICAL COUNTERWEIGHT ASSISTED HOIST CONSISTING OF:**

- i. Brake motor
- ii. Gear Reducer
- iii. Drive Sprocket
- iv. Drive Motor
- v. Oil/Lubrication

### **C. RIGGING CONSISTING OF:**

- i. Drive Chain
- ii. One (1) Arbor & T-Track
- iii. Lift Lines & Connections
- iv. Turnbuckles
- v. Head Block
- vi. Loft Blocks

### **5.6 BANNER WINCH**

Batten and connections System consists of one (1) Power Winch, lift lines, vertical guide cables, aluminum pipe wheel bearing guides, steel tube header, termination hardware and connections.

#### **ITEMS COVERED**

## SECTION V – SCOPE OF WORK

### 5.6.1 CONTROLS

- A. Control Pendant
- B. Travel Limits

### 5.6.2 MECHANICAL

#### A. HOIST CONSISTING OF

- i. Drive Motor
- ii. Clutch
- iii. Mechanical Brake
- iv. Cable Drum
- v. Oil/Lubrication

#### B. RIGGING CONSISTING OF

- i. Lift Lines & Connections
- ii. Turnbuckles
- iii. Pulley
- iv. Battens and connections
- v. Steel beam
- vi. Anchorage

### 5.7 Speaker Cluster Winch

Center cluster speaker hoist consists of one (1) Power Winch, pendant, idler block, loft block and lift lines.

#### ITEMS COVERED

##### 5.7.1 CONTROLS

## SECTION V – SCOPE OF WORK

- A. Control Pendant
- B. Travel Limits

### 5.7.2 MECHANICAL

#### A. HOIST CONSISTING OF

- i. Drive Motor
- ii. Clutch
- iii. Mechanical Brake
- iv. Cable Drum
- v. Oil/Lubrication

#### B. RIGGING CONSISTING OF

- i. Lift Lines & Connections
- ii. Pulleys
- iii. Speaker Frame
- iv. Anchorage

### 6. ADDITIONAL SERVICES OR MATERIALS

Upon request the Contractor shall perform additional services according to the regular hourly repair rate indicated in Section VI - Submittals section.

Additional supplies and materials needed to complete work outside of preventive maintenance must be pre-approved by the Department Contact, provided by the Contractor, and billed separately. Supplies and materials approved prior to work being performed will be reimbursed by the City. Documentation must be provided by Contractor to substantiate the actual cost of the item(s). Additionally, the City reserves the right to provide materials for Contractor's use in performing contracted services.



# SECTION VI – SUBMITTALS

## SECTION VI – SUBMITTALS

- 1. COPIES:** Please submit one electronic copy of the Submittal Section 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 bid opening date and is irrevocable unless it is in the City’s best interest to do so.

### 2. OFFER SUBMITTAL FORMAT:

The written offers should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City and who may be contacted during the evaluation period.
- Submitted with a table of contents and tabbed according to the following major sections:

**Tab 1 Company Experience and Qualifications**

**Tab 3 Pricing**

**Tab 4 References**

**Tab 5 Submittal Section**

**Tab 6 Signed Addenda**

- 3. PAYMENT TERM & 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

Offeror Name \_\_\_\_\_



## SECTION VI – SUBMITTALS

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 information about the SUA program or to enroll, send email to [mailbox.sua@phoenix.gov](mailto:mailbox.sua@phoenix.gov).**

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

## 4. BID PRICE SCHEDULE:

**Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on invoices.**

| <b>PRICE</b>                    |  |           |
|---------------------------------|--|-----------|
| 1                               | Annual Preventative Maintenance (inclusive of all costs) at Phoenix Symphony Hall                            | /Annual   |
| 2                               | Annual Preventative Maintenance (inclusive of all costs) at Orpheum Theater                                  | /Annual   |
| 3                               | Gear Motor Oil Change (inclusive of all costs)   | /Biannual |
| <b>TOTAL</b>                    |  |           |
| <b>OPTIONAL ANCILLARY ITEMS</b> |  |           |
| 1                               | Additional One-Time Mobilization Cost  | /Each     |
| 2                               | Hourly Repair Rate (inclusive of all costs, including wages, travel, overhead and miscellaneous incidentals) | /Hourly   |

Offeror Name \_\_\_\_\_



## SECTION VI – SUBMITTALS

**5. SERVICE COMPLETION DATE:** Contractor states that all services will be completed \_\_\_\_\_ days after receipt of order. This completion schedule shall include any time for shipping of needed materials and/or equipment.

**6. WARRANTY:**

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

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

**7. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. 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 \_\_\_\_\_

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

Class \_\_\_\_\_

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

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

**9. 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 \_\_\_\_\_

Offeror Name \_\_\_\_\_





## SECTION VI – SUBMITTALS

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 \_\_\_\_\_

Offeror Name \_\_\_\_\_



## SECTION VI – SUBMITTALS

Email \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**10. YEARS IN BUSINESS AND REFERENCES:** Contractor certifies that they have provided complete rigging maintenance, service, and repair listed in this solicitation as required in section I(15).

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms for which the Contractor is currently furnishing or has furnished, completed service for rigging maintenance, service, and repair and that can verify the requirements as listed in section I(15).

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

## 11. CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:

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.

Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

Date: \_\_\_\_\_

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

## 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.

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<br>Located at City’s eProcurement website (see<br><b>SECTION I – INSTRUCTIONS - CITY’S<br/>         REGISTRATION)</b> |  |
|--|--|

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Member, Manager, President)

Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

Company’s Fax Number \_\_\_\_\_

Company’s Toll Free # \_\_\_\_\_

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

## ACCEPTANCE OF OFFER

Offeror Name \_\_\_\_\_



# SECTION VI – SUBMITTALS

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

\_\_\_\_\_  
John Chan or delegate  
Phoenix Convention Center Director

\_\_\_\_\_  
Deputy

Attest:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
City Clerk

Approved as to form this 19<sup>th</sup> 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.

Offeror Name \_\_\_\_\_

**CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY FORM.**

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

**1. Name of person submitting this disclosure form.**

First MI Last Suffix

Contract Information

Solicitation # or Name:

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

**3. 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.**

**4. 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:

**5. 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.**

**6. 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?

Offeror Name \_\_\_\_\_

“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:

**7. 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.

Offeror Name \_\_\_\_\_



- 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

Offeror Name \_\_\_\_\_