



**CITY OF PHOENIX**

**Housing Department**

**INVITATION FOR BID  
IFB FY20-086-01  
Plumbing and Rooter Services  
(Commercial and Residential)  
– Federally Funded**

**Chuck Garvey  
Procurement Officer  
251 West Washington Street,  
4<sup>th</sup> Floor  
Phoenix, AZ 85003  
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email [chuck.garvey@phoenix.gov](mailto:chuck.garvey@phoenix.gov)  
Date posted on website July 15, 2019**



## TABLE OF CONTENTS

CITY OF PHOENIX

<b>SECTION I – INSTRUCTIONS.....</b>	<b>4</b>
<b>SECTION II – STANDARD TERMS AND CONDITIONS.....</b>	<b>14</b>
<b>SECTION III – SPECIAL TERMS AND CONDITIONS .....</b>	<b>29</b>
<b>SECTION IV – INSURANCE AND INDEMNIFICATION .....</b>	<b>46</b>
<b>SECTION V – SCOPE.....</b>	<b>50</b>
<b>SECTION VI: SUBMITTALS .....</b>	<b>60</b>



## SECTION I - INSTRUCTIONS

Please read before continuing to the offer document.

### 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

### SECTION I – INSTRUCTIONS

The City of Phoenix invites sealed offers for commercial and residential plumbing repairs for our City-owned housing properties located throughout the City of Phoenix on an “as-needed” basis for a five-year period.

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 any of the following:

- reaching the end of the term and any extensions exercised as set forth above;
- payment of the maximum authorized compensation under this Agreement; 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 eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

- 2. SCHEDULE OF EVENTS:**

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference	August 14, 2019 @ 1:30 p.m.
Pre-Offer Conference Location	City of Phoenix Housing Department, 251 West Washington Street, 4 <sup>th</sup> Floor, Phoenix, AZ 85003
Written Inquiries Due Date	August 18, 2019 @ 11:30 a.m.
Offer Due Date	August 27, 2019 @ 9:00 a.m.
Offer Submittal Location	City of Phoenix Housing Department, 251 West Washington Street, 4 <sup>th</sup> Floor, Phoenix, AZ 85003

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



## SECTION I - INSTRUCTIONS

**3. 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 Housing Department, 251 West Washington Street, 4<sup>th</sup> Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

### **4. PREPARATION OF OFFER:**

- 4.1.** 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.
- 4.2.** 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.
- 4.3.** All time periods stated as a number of days will be calendar days.
- 4.4.** 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 an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
  - 4.4.1.** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - 4.4.2.** Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
  - 4.4.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
  - 4.4.4.** 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



## SECTION I - INSTRUCTIONS

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.

- 4.4.5. 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.
- 4.4.6. 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.
- 4.4.7. 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.

**5. EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

**6. 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.



## SECTION I - INSTRUCTIONS

- 7. ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications 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.
- 8. BUSINESS IN ARIZONA:** The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.
- 9. 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.
- 10. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
  - The submission of the offer did not involve collusion or other anti-competitive practices.
  - The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
  - The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 11. SUBMISSION OF OFFER:** Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.



## SECTION I - INSTRUCTIONS

**12. 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.

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

The City will post a preliminary offer tabulation on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

### 14. PRE-AWARD QUALIFICATIONS:

**14.1.** Upon notification of an award the Offeror will have 10 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.

**14.2.** After the City receives and approves the certificate of insurance the Offeror will receive notice to submit a complete work schedule covering all the locations for which they received low solicitation notification. The Offeror will have 10 calendar days to complete and submit the work schedule for each location. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Offeror's submittal will be deemed non-responsive and the next lowest responsible Offeror will receive low solicitation notification initiating the pre-award qualification process.

**15. AWARD OF CONTRACT:** Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the





## SECTION I - INSTRUCTIONS

service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

- 15.1.** Factors that will be considered by the City include:
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
  - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
  - Safety record; and,
  - Vendor history of performance and termination for convenience or cause.
- 15.2.** 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.
- 15.3.** 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 the Deputy Finance Director or Department Director executes and City Clerk records. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

### **16. SOLICITATION TRANSPARENCY POLICY:**

- 16.1.** 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 cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.



## SECTION I - INSTRUCTIONS

- 16.2.** 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 procurement officer.
- 16.3.** 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.
- 16.4.** 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.
- 16.5.** 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 process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 16.6.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall 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.



## SECTION I - INSTRUCTIONS

### **17. PROTEST PROCESS:**

- 17.1.** 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.
- 17.2.** 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.
- 17.3.** 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.
- 17.4.** 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 to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation within the City's full and final discretion.
- 17.5.** 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.
- 17.6.** The Procurement Officer will render a written decision within a reasonable period of time 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.



## SECTION I - INSTRUCTIONS

43), and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

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

**19. 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.

**20. 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 Offeror 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



## SECTION I - INSTRUCTIONS

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.

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

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

**23. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:** 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.

**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.

**Responsibility:** To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.



## SECTION II – STANDARD TERMS AND CONDITIONS

### SECTION II – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

“A.R.S.” Arizona Revised Statute

“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

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

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Offeror.

“Days” Means calendar days unless otherwise specified.

“Deputy Finance Director” or “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



## SECTION II – STANDARD TERMS AND CONDITIONS

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.
“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.

### 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





## SECTION II – STANDARD TERMS AND CONDITIONS

- Specifications
- Attachments
- Submittals
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Invitation for Offer

- 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 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





## SECTION II – STANDARD TERMS AND CONDITIONS

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 three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

### 3.2. CONFIDENTIALITY AND DATA SECURITY:

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.

3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.

**3.3. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

3.3.1. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who



## SECTION II – STANDARD TERMS AND CONDITIONS

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.

**3.4. 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.

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

**3.4.2. 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



## SECTION II – STANDARD TERMS AND CONDITIONS

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.

3.4.3. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.4.4. 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.

**3.5. 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:

3.5.1. 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.



## SECTION II – STANDARD TERMS AND CONDITIONS

3.5.2. 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.

3.5.3. 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.

**3.6. 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.

**3.7. ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Department Director, and the City will not unreasonably withhold permission.

**3.8. 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.

**3.9. 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:

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

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



## SECTION II – STANDARD TERMS AND CONDITIONS

- 3.10. 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.

- 3.11. 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.

- 3.12. 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 Israel.

- 3.13. 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.

- 3.14. 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.

- 3.15. 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.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 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 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.
- 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





## SECTION II – STANDARD TERMS AND CONDITIONS

similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

### 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.

**5.4. 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 Department Director or delegate prior to the institution of the change.

### 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



## SECTION II – STANDARD TERMS AND CONDITIONS

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 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





## SECTION II – STANDARD TERMS AND CONDITIONS

authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 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. RIGHT OF ASSURANCE:** 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.



## SECTION II – STANDARD TERMS AND CONDITIONS

**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) 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 that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, 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 Housing Representative 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 fails to give the City a positive indication that Contractor will or can perform to the requirements of the contract.

**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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure



## SECTION II – STANDARD TERMS AND CONDITIONS

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 bid. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your bid 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 agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

**10.TAX INDEMNIFICATION:** Contractor will, 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 will, 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 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.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### SECTION III – SPECIAL TERMS AND CONDITIONS

1. **PRICE:** All labor rate prices submitted will be firm and fixed for the initial two year(s) of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with 30 calendar day advance notice. Requests will be accompanied with written documentation such as 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 will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance 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 Finance Director or Department Director.
2. **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.
3. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) (with carbon copy to [HOU.AP@phoenix.gov](mailto:HOU.AP@phoenix.gov)) and must include the following:
  - City purchase order number or shopping cart number,
  - Material items listed individually by the written description and part number with Contractor's original invoice for verification.
  - Labor unit rate, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Invoice number and date.
  - Requesting department name and "ship-to" address.
  - Payment terms.
  - FOB terms.
  - Remit to address
4. **METHOD OF PAYMENT:** Payment 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.
5. **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.



### SECTION III – SPECIAL TERMS AND CONDITIONS

9. **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.
10. **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 Finance Director prior to the institution of the change.
11. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.
- A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.
12. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
13. **PROCUREMENT REPORTS:** Contractor will submit annual reports in an electronic format acceptable to the City during the term of this contract and any



### SECTION III – SPECIAL TERMS AND CONDITIONS

extensions commencing one month after start period. These reports are due by the fifteen day of the month following. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.

14. **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 Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
15. **POST AWARD CONFERENCE:** A post award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
16. **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.
17. **PERFORMANCE INTERFERENCE -** Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Information will be provided after award of contract

Phone: Information will be provided after award of contract

Email: Information will be provided after award of contract

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

All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public will be corrected immediately and left in a





## SECTION III – SPECIAL TERMS AND CONDITIONS

safe condition at the end of each work day. If there is a question in this area, the City's Department Contract will be consulted.

19. **HOURS OF WORK:** All work under this contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City's Department Contact.
20. **TYPES OF WORK SUPERVISION:** The Contractor will 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.
21. **SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications will be used for the purpose of facilitating descriptions of the item or process and will be followed by the words "or equal." The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Contractor must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.
22. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director or delegate was not received prior to the Contractor's performance.

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

#### **21.1 Contractor and Subcontractor Workers Background Screening:**





## SECTION III – SPECIAL TERMS AND CONDITIONS

- 21.1.1 Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City 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 addressed in the Scope of Work.
- 21.1.2 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 21.1.3 The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 21.1.4 The background screening requirements set forth in this section 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, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 21.1.5 Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

**21.2 Background Screening Level:** Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

**21.3 Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- 21.3.1. work directly with vulnerable adults or children, (under age 18); or
- 21.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 21.3.3. unescorted access to:



## SECTION III – SPECIAL TERMS AND CONDITIONS

- 21.3.4. City data centers, money rooms, high-valve equipment rooms; or
- 21.3.5. unescorted access to private residences; or
- 21.3.6. access to critical infrastructure sites/facilities; or
- 21.3.7. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

**21.4 Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may change with the scope of work.

**21.5 Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

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

**21.6 Maximum Risk Background CJIS Check Must Include:**

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

**21.7 Maximum Risk Background Check for Child Care Staff Member:**

- 21.7.1. A Federal Bureau of Investigation fingerprint check using Next Generation Identification;
- 21.7.2. A search of the National Crime Information Center's National Sex Offender Registry; and
- 21.7.3. A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:
- 21.7.4. State criminal registry or repository, with the use of fingerprints being:



### SECTION III – SPECIAL TERMS AND CONDITIONS

- Required in the State where the staff member resides;
- Optional in other States;
- State sex offender registry or repository; and
- State-based child abuse and neglect registry and database.

#### **21.8 Contractor Certification; City Approval of Maximum Risk Background Screening:**

21.8.1 Unless otherwise provided for in the Scope Contractor will be responsible for:

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

21.8.1.2 submitting results to the city for approval; and,

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

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

21.8.1.5 Submitting the list of qualified Contract Workers to the contracting department; and,

21.8.1.6 If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

21.8.2 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.

21.8.3 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.

21.8.4 The City final documented decision will be an “approve” or “deny” for identified Contract Workers.

21.8.5 The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned



### SECTION III – SPECIAL TERMS AND CONDITIONS

to the Contractor, or any contracted agency that assists with review, after the City's completed review.

21.8.6 By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

21.8.7 Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

**21.9 Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:** Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

**21.10 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.

**21.11 Continuing Duty; Audit:** Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City



## SECTION III – SPECIAL TERMS AND CONDITIONS

immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

21.11.1 For any childcare or health worker positions, Contractor is required to send the City updated background checks every three years from the date of the first checks, regardless of the length of the contract.

### **21.12 Variances and Exemptions:**

21.12.1 There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy

- Federal Homeland Defense Bureau (e.g. Aviation, Housing, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

### **21.13 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** Contractor's default under this section will include, but is not limited to, the following:

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

21.13.2 Contract Worker uses a badge or key of another to gain access to a City facility;

21.13.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;

21.13.4 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



## SECTION III – SPECIAL TERMS AND CONDITIONS

- 21.13.5 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.
- 21.13.6 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 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.

**22. PRODUCT DISCONTINUANCE** - The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor will request permission to substitute a new product or model and provide the following:

- 22.1.** A formal announcement from the manufacturer that the product or model has been discontinued.
- 22.2.** Documentation from the manufacturer that names the replacement product or model.



## SECTION III – SPECIAL TERMS AND CONDITIONS

- 22.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- 22.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 22.5. Documentation from the manufacturer confirming the price for the replacement item.

The Deputy Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

- 23. **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 as the site contact.
- 24. **SPECIFICATIONS** - The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.
- 25. **FEDERAL REQUIREMENTS:**  
This contract will be aided through federal funds. Work under the contract awarded pursuant to this RFP will be funded mainly with federal funds from HUD. HUD rules requires construction and service contracts to contain certain provisions.

The following contracting requirements will apply to the contract resulting from this IFB:

**HUD Form 5370:** All Proposers should carefully review HUD Form 5370, incorporated herein by reference. In the context of this procurement the term PHA as used in HUD Form 5370 refers to the City of Phoenix.  
<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

**HUD Form 4010:** All Proposers should carefully review HUD Form 4010, incorporated herein by reference.  
<http://portal.hud.gov/hudportal/documents/huddoc?id=4010.pdf>

**Department of Labor General Decision Number:** (AZ20190001 Construction – Residential Feb 08, 2019), (AZ20119001 Construction – Building, Apr 19, 2019), ” are in incorporated by reference. Search by “Arizona” in the drop-down for State,





## SECTION III – SPECIAL TERMS AND CONDITIONS

and “Maricopa” in the drop-down for County and “Residential, Building” as the construction type. <https://beta.sam.gov/>

The prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on the site, to perform the contract.

### **25.1 PAYMENT WITHHOLDING**

Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven (7) days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance of the Federal Labor Standards.

Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the Contract documents may also affect the complete or timely release of payments.

### **25.2 WORKFORCE REPORTING REQUIREMENTS**

The contractor shall submit payrolls electronically through the internet to the City of Phoenix web based certified payroll tracking system. The City of Phoenix uses the “[LCP Tracker](https://lcptracker.com)” web-site to track the certified payroll information. Additional information regarding the use of this system is available at <https://lcptracker.com> . This requirement shall also apply to every lower-tier subcontractor that is required to provide weekly certified payroll reports.

### **25.3 LABOR COMPLIANCE**

On all federally assisted projects, a Labor Compliance Conference must be held after project award and prior to the established Notice to Proceed. This meeting is separate from and in addition to the pre-bid conference.

The successful bidder shall schedule the conference by calling City of Phoenix Housing Department Labor Compliance Office. Minimum attendance shall be a corporate officer, who is authorized to execute and sign documents for the firm and the payroll representative of the prime contractor. If any sub and lower-tier contractors are to be used, they must also provide the same representation and attend this meeting.

### **25.4 SUBCONTRACTORS**

**25.4.1** City Approval Required. If Contractor wishes to utilize subcontractors, for performance of the Work, in addition to those listed in Contractor’s original





### SECTION III – SPECIAL TERMS AND CONDITIONS

offer to the City, Contractor shall submit a current subcontractor list to the Housing Representative. No subcontractors may be used without prior approval of the Housing Representative. Subcontractors must be properly licensed for the type of work they will perform. City reserves the right to request the removal of Contractor's subcontractor if deemed unsatisfactory by the Housing Representative.

**25.4.2 Work Quality.** Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor. Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and/or subcontracts.

**25.4.3 Contractor Responsibility.** Use of a subcontractor does **not** relieve Contractor of responsibility of service. Contractor will manage all schedules, quality, performance and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.

**25.4.4 Payment.** Subcontracting is at Contractor's expense. Contractor is responsible for all payments including, but not limited to, labor, parts, and materials incurred from subcontracting the services.

**26. MISCELLANEOUS FEES** - Additional charges for fuel surcharges, delivery charges, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

Labor rates (On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from "check in" and "check out" at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non-City Business Hours: 5:01 p.m. to 5:59 a.m. non-regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their Offer response.

**27. EQUIPMENT/SAFETY** - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is



## SECTION III – SPECIAL TERMS AND CONDITIONS

of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

- 28. CONFINED SPACE STRUCTURE ENTRY -** Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance

PRIOR TO COMMENCEMENT OF WORK:

The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully comply with the final approval Confined Space Entry Program while performing work at all City locations.

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

Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors and retrieval systems.

**29. OSHA LAWS AND REGULATIONS -**

**A. 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:

1. Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
2. Notification procedures.
3. Response coordination procedures between Contractor and the City.
4. Provide a description of the training provided to the Contractor employees.

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



## SECTION III – SPECIAL TERMS AND CONDITIONS

1. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.
- C. Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:

### OSHA Guideline Compliance

1. *Material Safety Data Sheets* – Contractor shall furnish to the City's Housing Department copies of Material Safety Data Sheets (MSDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS 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 MSDS must be provided to the Downtown Facilities Division prior to the product being used in any facility. The Materials Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
  2. *Labeling of Hazardous Materials* – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
  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.
  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 shall be responsible for compliance on date of Contract acceptance and shall provide proof to City's Housing Department.
- D. Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Housing Department, upon commencement of this Contract, and reviewed by the Housing Department Safety Analyst for verification.
  - E. 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.
  - F. MSDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) MSDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook



## SECTION III – SPECIAL TERMS AND CONDITIONS

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 MSDS 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 MSDS for review and approval.

- G.** 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.
- H.** 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.
- I.** 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.
- J.** 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.
- K.** 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.

### **30. 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 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



### SECTION III – SPECIAL TERMS AND CONDITIONS

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.

- 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.

Blue Cross Blue Sheild

2444 W. Las Palmaritas, Phoenix, AZ



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

### 1. INDEMNIFICATION CLAUSE:

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ( “Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its Citys, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

### 2. INSURANCE REQUIREMENTS:

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 of their obligations have been discharged, including any warranty periods under this Contract.

Blue Cross Blue Shield

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- 2.1. MINIMUM 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 minimum liability requirements provided that the coverage is written on a “following form” basis.

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



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

Policy must include bodily injury, property damage and broad form contractual liability coverage.

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 be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

### 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
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

### 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.

### 3. **ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:**

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of





## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

those required by this Contract.

- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
4. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to
  5. All certificates required by this Contract must be sent directly to **Attn: Procurement Officer, Housing Department, 251 West Washington Street, 4<sup>th</sup> Floor, Phoenix, AZ 85003.**
  6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
  7. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **Attn: Procurement Officer, Housing Department, 251 West Washington Street, 4<sup>th</sup> Floor, Phoenix, AZ 85003.** The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified 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.**

8. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

9. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX  
Housing Department

### 1. SCOPE OF WORK

Contractor(s) shall supply all labor, materials, parts, supplies, equipment, permits, vehicles, transportation, testing and security fees for **commercial and residential plumbing repairs** of various water lines, gray and black water lines, natural gas lines, and ancillary services that include roter and drain (including waste and vent system services for 3" to 8" lines; Camera, Leak Detector and Locator services for City-owned housing properties located throughout the city of Phoenix. Contractor is responsible for having the correct license to do **both** types of repairs at the time of submittal. All work under this contract shall be carried out in accordance with the technical specification and the latest issue of the Housing Department specification applicable to the class of work. Relevant issues of the scope have been described along with the specifications for the respective works. In case of any confusion or dispute regarding the meaning and interpretation of any specification for the respective works, the decision of the Housing Department shall be final and binding on the contractor.

Contractor shall take every precaution to protect all fixtures and materials against damage, misuse, cracking, staining, breakage and pilferage by providing proper wrapping and locking arrangement till the completion of the installation. At the time of handing over, the contractor shall clean, disinfect and polish all the fixtures, materials and fittings. Any fixtures, materials and fittings found damaged, cracked chipped stained or scratched shall be removed and new fixtures and fittings free from defects shall be installed at his own cost to complete the work.

All cutting holes, chases, trenches etc. at any place necessary regarding the repairs and subsequent mending of damages are to be included in the rates unless otherwise specified. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by the Housing Representative.

Contractor shall provide all the necessary supporting and fixing devices to install the materials, fixtures and fittings securely in position. The fixing devices shall be rigidly anchored into the building structure. The devices shall be rust resistant and shall be so fixed that they do not present an unsightly appearance in the final assembly. Where the location demands, the Housing Representative may instruct the Contractor to provide other similarly finished fixing devices. In such circumstances, the Contractor shall arrange to supply the fixing devices and shall be installed completely with appropriate vibration isolating pads, washers and gaskets.

Contractor shall install/service all fixtures, materials and fittings in their final position in accordance with manufacturer and as directed by Housing Personnel. The installation shall be complete with all supply connections. The connection between room, building, piping system and fixtures shall be through proper



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX  
Housing Department**

unions and flanges to facilitate removal/replacement of fixtures without disturbing the built-in piping system. All unions and flanges shall match in appearance with the other exposed fittings.

Rooter and Drain cleaning services may include fixture removal and reseating, jetter service, camera service, locator service, removal and replacement of damaged or failed water and wastewater lines.

For all drain lines from 1-1/4" to 2-1/2", work will be invoiced per the contracted hourly rate to remove and clean out traps and put back after the drain line has been snaked to the stack. For back to back plumbing walls 3" and bigger sewer lines, only one toilet needs to be removed and put back to root out the shared sewer line. Only one charge for this shared stack.

### Camera, Rooter and Drain Cleaning Services:

- A.** Rate includes all labor and equipment to provide complete job of rooter service and may include removal and replacement of fixtures and pipes.
- B.** Equipment for jetter services may include, high pressure jetter service with large jetter, high pressure jetter service w/mini jetter, high pressure jetter service w/hydro jetter or whichever equipment provides the appropriate gallon per minute (G.P.M.) capability and pipe size require for the project.
- C.** Equipment for camera (with video making capabilities) services shall include the latest recording technology, labor and equipment to allow for working in different environments.
- D.** Locator services will mark lines according to industry standards.
- E.** Excavation, removal and replacement of failed or damage water or wastewater lines.

### Trenching and Saw Cutting Services:

Contractor shall provide trenching and concrete saw cutting services, as required, including shoring and bracing. Trenching is not expected to exceed 6' deep and 2' wide. Saw cutting is not expected to exceed 6" thick concrete; rebar maybe present. In both cases, Contractor shall return surface to as close as possible to the original condition. Contractor authorization to saw cut or core drill concrete must be approved by Housing Representative prior to commencement of project to ensure no damage is done to post tensioned concrete.

## **2. GENERAL**

### **A. INDIVIDUAL WORK ORDER (Purchase Order)**

On each specific job, the Contractor understands that he is only to provide service and materials for the specific items that the Housing Department is requesting him to work on, for that particular job. Contractor must obtain prior approval from Housing Representative. Contractor shall provide complete



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**Housing Department**

written estimates for any materials. Written estimates must include a breakdown of material, labor hours (as indicated on the offer). The City will review the Contractor estimate prior to start the project. Material estimates will be subject to a cost/price analysis, industry trades publication and/or other construction/manufacturer market indexes for cost reasonableness. Estimates found not reasonable will not be approved. Additional estimates may be obtained, on occasion, to assure contract costs are reasonable. Variances must be explained in writing.

Once the job has started, the Contractor will remain on the job until it is completed. There will be no deviation from the work schedule without prior approval from the Housing Representative. If the primary Contractor fails to begin the work within the required time frame, the City reserves the right to utilize a secondary Contractor for that job.

### **B. LICENSES & PERMITS**

Contractor and all authorized subcontractors shall be properly licensed through the State of Arizona Registrar of Contractors in the appropriate classification. Contractor shall be responsible for obtaining all permits if required. The City will reimburse the awarded Contractor for the actual price of the permit. The Contractor shall call for inspections of all permitted projects.

### **C. EQUIPMENT**

Contractor shall provide and maintain, during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

#### **C.1. Legality and Safety**

Contractor shall ensure all of Contractor's equipment is in compliance with all manufacturers, OSHA, ANSI, and DOT standards and/or regulations governing such equipment.

All vehicles used by Contractor must be appropriately licensed and clearly identified with a vehicle number.

#### **C.2. Identification**

The name of the company, address of local office and phone number of local office shall be on each side of the equipment, including personnel transportation vehicles. The letters shall be at least three inches high, of proportionate width, and shall be in plain view of the public.

#### **C.3. City's Inspection**

City reserves the right to inspect Contractor's equipment at any time to ascertain said condition, and to deny use of inappropriate equipment.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**Housing Department**

City of Phoenix reserves the right to review all maintenance records and inspection certification on aerial truck if used.

### **D.EQUIPMENT RENTAL**

Contractor shall be responsible for providing all equipment and vehicles necessary to complete the project at no additional cost to the City. Contractor may be required to service unique building structures and may require utilizing specialty equipment. Contractor shall identify all special equipment necessary (that will result in additional charges) prior to performing the service. Upon approval of the Housing Representative, the charges and fees as agreed upon may be reimbursed at the actual expense of the Contractor, without added overhead and profit. Original invoice(s) from supplier materials and special equipment will be provided at the time of billing. The City will not accept any invoice that has been altered in any matter.

Specialized equipment will be reimbursed for actual cost of the rental with prior approval from the Housing Department supervisor. A copy of the rental invoice must be included with regular billing invoice.

### **E. HOLIDAY SCHEDULE**

The City of Phoenix observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Cesar Chavez Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (1/2 day only – Business closes at noon)
- Christmas Day

### **F. LOCATIONS**

Locations of City-owned housing properties may be anywhere within the City limits of Phoenix. These dwellings may be, but are not limited to, individual homes, duplexes, apartment complexes, or retirement buildings.

### **G. GOVERNING LAWS**

Contractor shall be responsible for complying with the Phoenix Building Safety Codes, the City of Phoenix Fire Code, OSHA, and all other governing codes, permits, rules, laws, regulations and statutes pertaining to the work being performed.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**Housing Department**

### 3. WARRANTY

Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All parts and labor will be covered under warranty for a period of two (2) years. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of two-years from the date of final acceptance of the work as required and noted by the Arizona Registrar of Contractors minimum workmanship standards. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (two-years unless otherwise indicated) from the date that the City takes possession.

The Contractor must remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property owned or controlled by City when the damage is the result of **(1)** The Contractor's failure to conform to contract requirements; or **(2)** Any defects of equipment, material, workmanship or design furnished by the Contractor.

The Contractor must restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (two years unless otherwise indicated) from the date of repair or replacement.

The City must notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the City will have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor must: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed in writing, for the benefit of the City; and, (3) Enforce all warranties for the benefit of the City.

In the event the Contractor's warranty under paragraph has expired, the City





## SECTION V – SCOPE OF WORK

CITY OF PHOENIX  
Housing Department

may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

### 4. CONTRACTOR'S WORKFORCE/PERSONNEL

Labor rates for Plumbing Repair Services are subject to the Davis-Bacon Wage Act due to the Federal funding.

Contractor's personnel will repair with appropriate skills, tools and equipment according to the best trade practices. Manufacturer's instruction shall be followed for installation of fixtures and materials. Fixtures and material shall be mounted rigid, plumb and true to alignment.

Labor rates will start upon arrival at job site and end upon completion of work that day at job site. The City will not accept charges for portal to portal rates or additional charges for service calls.

The Contractor shall assign no more than one Journeyman Plumber and one Laborer per job unless approved by the Housing Representative in writing. The contractor will manage the work for each job by having the proper personnel assigned to tasks to ensure appropriate utilization per job. When a Laborer is used, they would be expected to get parts unless they are fully utilized doing other tasks on that particular job.

Journeymen and Labor rates, as provided in the submittal pricing, shall start upon arrival at job site and end upon completion of work that day at job site. Labor is billable in one-half (1/2) increments. The City will not be charged portal to portal rates or additional charges for service calls or material pickup.

### A. RESPONSE TIME

Except for emergencies, the Contractor shall respond via telephone, text or e-mail within one business day of the initial Housing Representative contact.

Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the City representative, the Contractor may book the job. Proposed schedule must be honored within the stated timeframe plus or minus one-half (1/2) hour.

At the time of scheduling the work, the Contractor and the City will agree upon the number people and their work classifications that the Contractor will put on the job, the estimated number of hours that the described situation will take, and the cost of any additional materials and equipment that may be needed.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX  
Housing Department**

Failure to consistently respond to City calls shall be cause for the Housing Department and/or the Finance Department to recommend that the agreement be terminated for default.

### **B. SIGN IN, SIGN OUT**

All Contractor personnel must sign in and out at each visit (excluding Scattered Sites) including when leaving the premises for parts and/or supplies. Upon arrival and prior to beginning any work on the premises for Scattered Sites, Contractor shall document start and finish time and submit this documentation with the invoice.

**Failure to sign in and out may result in the delay or non-payment of services.**

### **C. CONTRACTOR'S EMPLOYEE IDENTIFICATION**

Contractor's employees must have City issued badges and be in uniforms that bear an easily visible company name or logo on the front and/or back. All employees except for owners and management (this does not include supervisors) must be in company uniform while on site. The identification badge shall contain Company's name, employee's name, signature and employee's clearly identifiable photograph. Identification badges shall be visibly worn at all times while on City premises. Uniforms are to be approved by Housing Department and are not to be dirty, stained, or torn. Employees shall not expose tattoos, wear colors or clothing associated with gangs. All Contractor personnel including owners, management, and supervisors must wear company and City badges in a clearly visible area while on-site.

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

### **D. HOUSING WORK HOURS & SCHEDULES**

**D.1 Regular:** Regular work hours are 7:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. Due to the location of work and the condition of the tenants, it may be necessary to re-schedule plumbing repairs to accommodate the tenants.

**D.2 Premium:** Work hours other than regular hours defined above will be considered non-standard hours. Non-standard hours include Saturdays, Sundays, City holidays, and weekdays between the hours of 5:01 p.m. and 6:59 a.m. Non-standard hours labor rate shall be included in Section V Submittal, of this document. If no non-standard hour's hour rate is provided by Contractor, the regular hourly labor rate shall apply.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX  
Housing Department

- D.3 Emergency Service:** The Contractor shall provide emergency twenty-four (24) hour service, within a four (4) hour response time, including weekend and holiday work as required by the City.

An emergency requirement is defined as a condition that poses a hazard to the public health, safety, and/or welfare of the City which must be corrected immediately. In such cases, on-site response time is expected and required within as little as four (4) hours.

If the City has an emergency plumbing requirement, the City representative will so state when calling for service. Contractor shall respond within four (4) hours of the City's call for emergency service at no additional charge. Response is defined as “on site with all tools and supplies ready to work”.

### E. SUBCONTRACTORS

- E.1 City Approval Required.** If Contractor wishes to utilize subcontractors, for performance of the Work, in addition to those listed in Contractor's original offer to the City, Contractor shall submit a current subcontractor list to the Housing Representative. No subcontractors may be used without prior approval of the Housing Representative. Subcontractors must be properly licensed for the type of work they will perform. City reserves the right to request the removal of Contractor's subcontractor if deemed unsatisfactory by the Housing Representative.
- E.2 Work Quality.** Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor. Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and/or subcontracts.
- E.3 Contractor Responsibility.** Use of a subcontractor does **not** relieve Contractor of responsibility of service. Contractor will manage all schedules, quality, performance and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.
- E.4 Payment.** Subcontracting is at Contractor's expense. Contractor is responsible for all payments including, but not limited to, labor, parts, and materials incurred from subcontracting the services.

### 5. REPAIRS

Before non-emergency repairs (\$500.00 or more) are approved, Contractor shall provide the City with a written quotation detailing parts and labor charges within



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**Housing Department**

three (3) business days of site visit. Quotations shall be based on the bid prices for this Invitation for Bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices shall not exceed the prices of the resultant quotation. Contractor must obtain prior approval from Housing Representative. Contractor shall provide complete written estimates. Written estimates must include a breakdown of material, labor hours (as indicated on the offer). The City will review the Contractor estimate prior to start the project. Material estimates will be subject to a cost/price analysis, industry trades publication and/or other construction/manufacturer market indexes for cost reasonableness. Estimates found not reasonable will not be approved. Additional estimates may be obtained, on occasion, to assure contract costs are reasonable. Estimates must be within 5% of the total project costs. Variances must be explained in writing.

### **A. REPAIR AND REPLACEMENT PARTS**

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts and equipment that are under manufacturer's warranty must be exchanged out as a warranty replacement and indicated "warranty replacement" on invoice with no material charges for defective warranted part/equipment. It is the Contractor's sole responsibility to verify if the component is under warranty. All parts other than warranted parts or equipment furnished must be equal or exceed that of the original equipment manufacturers in material and warranty.

### **B. MATERIALS**

The City reserves the right to obtain multiple quotes if it is in the best interest of the City. Contractor shall provide complete written estimates for any material project estimated to total **\$200.00** or more.

Contractor must obtain prior approval from Housing Representative. Contractor shall provide complete written estimates for any ancillary items for reimbursement. Written estimates must include a breakdown of material, labor hours (as indicated on the offer), overhead and profit. The City will review the Contractor estimate prior to start the project. Material estimates will be subject to a cost/price analysis, industry trades publication and/or other construction/manufacturer market indexes for cost reasonableness. Estimates found not reasonable will not be approved. Additional estimates may be obtained, on occasion, to assure contract costs are reasonable. Estimates must be within 5% of the total project costs. Variances must be explained in writing.



## **SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX  
Housing Department**

The City will use the Federal Acquisition Contract Pricing/Cost-Reimbursement (Subparts: 15.4 and 16.3) and/or HUD Safe Harbor Standards – Contractor Fee guidelines for Overhead and Profit (Currently at 2% Overhead, 6% Profit) to evaluate Contractor's proposed overhead and profit rates for all materials.

The City will require supplier(s) invoice for materials that are included on the Contractor's invoice for review before City will authorize payment. Only charges for those materials used on the requested job will be accepted. Contractor's original invoice to their suppliers for material items must be included as backup by their written description and part number when submitting their invoice for payment to the City.

Upon approval of the Housing Representative, the charges and fees as agreed upon may be reimbursed at the actual expense of the Contractor, without added overhead and profit. Original invoice(s) from supplier materials will be provided at the time of billing. The City will not accept any invoice that has been altered in any matter.

All materials, equipment, supplies, or products that meet drinking water or wastewater lines 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.



## SECTION VI – SUBMITTALS

CITY OF PHOENIX  
Housing Department

### SECTION VI - SUBMITTALS

1. **COPIES:** Please submit one original and one electronic copy (portable drive or CD), 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 and thumb drive offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;

**Failure to supply complete documentation below may result in your response being non-compliant:**

Document	Original	Electronic
Tab 1: Contractor History, Experience, Training and Qualifications	Yes	Yes
Tab 2: Contractor Licenses, Arizona Corporate Commission Documentation	Yes	Yes
Tab 3: Section V- Submittal (Signed and Completed)	Yes	Yes
Tab 4: Contractor's Equipment, Vehicle(s), Rooter, Camera and other items for type of services requested	Yes	Yes
Tab 5: Signed Addenda (if posted on City's website)	Yes	Yes
Tab 6: Submittal Spreadsheet ( <b>MS Excel Format Only</b> ) <b><u>PDF or other formats will not be accepted</u></b>	(Printout Only)	Yes

#### Note:

Due to the complexity of the offers and to aid in the evaluation, the offers should contain all required information in tabbed sections as indicated in the electronic spreadsheet. **Omissions or alternations of the electronic spreadsheet will be sufficient grounds for the City to consider your offer to be non-compliant.**

**Note:** Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of**

Offeror Name: Hernandez Companies, Inc.



## SECTION VI – SUBMITTALS

CITY OF PHOENIX  
Housing Department

**determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

3. **OPTION FOR ADDITIONAL QUANTITIES:** By signing and submitting this solicitation, Offeror agrees that the City may purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

4. **COSTS AND PAYMENTS:**

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

- ☒ Contractor offers a prompt payment discount of either \_\_\_ % - 30 days or **0% – 45 days** - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- ☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

5. **EMERGENCY TWENTY-FOUR HOUR SERVICE:** Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will 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.

Name Hernandez Companies, Inc. | On call Manager

Telephone Number 602-438-7825

Alternate Contact Plumbing Manager

Telephone Number 602-757-3013





## SECTION VI – SUBMITTALS

CITY OF PHOENIX  
Housing Department

6. **WARRANTY:** Specify the Contractor or manufacturer where warranty work will be done:

Contractor Hernandez Companies, Inc.

Address 3734 E. Anne Street

City, State and Zip Code Phoenix, AZ 85040

7. **CONTRACTOR LICENSING REQUIREMENTS:** Contractor will 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, will have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. The Contractor certifies possession of the following license: **R-37R** (Plumbing, Kitchen and Bathroom Fixture Refinishing, Gas Piping, Sewer, Drains, and Pipe Laying), **CR-37** and/or **C-37**

Licensed Contractor's Name Hernandez Companies, Inc.

Class CR-37

License Number 142758

Expiration Date 02/28/2021



## SECTION VI – SUBMITTALS

**CITY OF PHOENIX**  
**Housing Department**

8. **YEARS IN BUSINESS AND REFERENCES:** Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Plumbing Services. (Do not list any City of Phoenix Personnel)

Company Name	Maricopa County
Address	401 W. Jefferson, Phoenix, AZ 85003
Reference	Ravinder Gunnala
Telephone Number	602-296-9881
Email address	ravinder.gunnala@FM.maricopa.gov
Company Name	American Airlines
Address	3400 E. Sky Harbor Blvd., Phoenix, AZ 85034
Reference	Gary Peloso
Telephone Number	480-693-7472
Email address	gary.peloso@aa.com
Company Name	Blue Cross Blue Sheild
Address	2444 W. Las Palmaritas, Phoenix, AZ 85021
Reference	Teco Whitfield
Telephone Number	602-803-8023
Email address	twhitfie@azblue.com



## SECTION VI – SUBMITTALS

**CITY OF PHOENIX**  
**Housing Department**

### OFFER

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

Arizona Sales Tax No. 07-174394-E

Use Tax No. for Out-of State Suppliers N/A

City of Phoenix Sales Tax No. 76043763

Arizona Corporation Commission File No. 01067889

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

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

00001825

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.

August 26, 2019

Authorized Signature

Date

Hernandez Companies, Inc.

Denise Hernandez | Vice President

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

Printed Name and Title  
(Member, Manager, President)

Type text here

Address	3734 E. Anne Street
City, State and Zip Code	Phoenix, AZ 85040
Telephone Number	602-438-7825
Company's Fax Number	602-438-6558
Company's Toll Free #	800-279-9394
Email Address	info@hernandezcompanies.com

Offeror Name: Hernandez Companies, Inc.



## SECTION VI – SUBMITTALS

**CITY OF PHOENIX**  
**Housing Department**

### **ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

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

#### **CITY OF PHOENIX**

A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_ Awarded this \_\_\_\_ day of \_\_\_\_\_ 2019  
Cindy Stotler, Director, Housing Department

\_\_\_\_\_  
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.



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

**SOLICITATION TRANSPARENCY FORM** - This form must be signed and submitted to the City and all questions must be answered or indicate N/A, or your Offer may be considered non-responsive.

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

Denise M Hernandez

First MI Last Suffix

**2. Contract Information**

Solicitation # or Name: IFB FY20-086-01 | Plumbing and Rooter Services (Commercial and Residential)

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

Hernandez Companies, Inc.

**4. List any individuals(s) or entity(ies) that are City's, 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.**

Chris Hernandez | President  
Denise Hernandez | Vice President

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

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

N/A

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

N/A

**7. Disclosure of conflict of interest:**



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

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

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

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

### 8. Notice Regarding Prohibited Interest in Contracts

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

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

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

### 9. Acknowledgements

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

- ☒ I understand that a person or entity who seeks or applies for a city contract, or any



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

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.

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- ☒ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

### 10. Fraud Prevention and Reporting Policy

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

Denise Hernandez

Vice President

PRINT NAME

TITLE

August 26, 2019

SIGNATURE

DATE

Hernandez Companies, Inc.

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