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**CITY OF PHOENIX
Procurement Division**

**INVITATION FOR BID
IFB 17-FSD-080 (MC)**

WELDING AND METAL FABRICATION - REQUIREMENTS CONTRACT

**CONTACT PERSON
Marsha Chavez
Contract Specialist I
602-256-5634
marsha.chavez@phoenix.gov**



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Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-7274

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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 200 W. Washington Street, 7th Floor, Phoenix, AZ
85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 1:00 p.m. local Arizona time.



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1. INTRODUCTION

The City of Phoenix invites sealed bids for welding and metal fabrication services for a one-year period commencing on or about January 1, 2017, in accordance with the specifications and provisions contained herein.

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

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's e-Procurement 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 e-Procurement system.

3. SCHEDULE OF EVENTS

Questions Due Date: November 22, 2016 at 10:00 a.m.
Local Arizona Time

Bid Due Date: November 30, 2016 at 1:00 p.m.
Local Arizona Time

Bid Submittal Location: Phoenix City Hall
Public Works Department
Procurement Division
200 W. Washington Street, 7th Floor
Phoenix, AZ 85003

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

4. INQUIRIES

All questions that arise relating to this solicitation shall be directed in writing to: Marsha Chavez at marsha.chavez@phoenix.gov. To be considered, written inquiries shall be received at the above email address by the date and time listed in the Schedule of Events above. When necessary, inquiries received will be answered in an addendum and published on the Procurement Website.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and any/all associated 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 Public Works Department, Procurement Division, 200 W. Washington Street, 7th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

6. PREPARATION OF BID

6.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date



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and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

- 6.2 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 a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.
- 6.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.
- 6.5 Bid 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. Bids 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.
- 6.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Public Works Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.7 Prices shall 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 shall prevail unless obviously in error.
- 6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.



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7. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling the procurement officer. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

8. LICENSES

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

9. 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 shall 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.

10. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City of Phoenix Public Works Department, time clock.

Bids 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)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. BID RESULTS

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



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A preliminary bid tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. 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.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

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 bids or portions thereof; or (3) reissue a solicitation.

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. Bids do not become contracts until they are executed by the Public Works Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall 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 the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.



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The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

16. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for welding and metal fabrication services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. 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 who are not involved in the selection process

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 Marsha Chavez, conducted in person at 200 W. Washington Street, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website [https://www.phoenix.gov/finance-business-opportunities/bid-awards-and-recommendations](https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations). Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other 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.



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The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal 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 shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"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/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Public Works Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes



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this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"EPA"	Environmental Protection Agency
"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"FIS"	Federal Inspection Services.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"Offer"	Means bid or quotation.
"Regular Dealer"	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 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 shall prevail in the order set forth below:
- A. Special terms and conditions
 - B. Standard terms and conditions
 - C. Statement or scope of work



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- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid

- 2.4 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 shall 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 shall 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 shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 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.
- 2.7 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 shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall 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 bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its



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bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors 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. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

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

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

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training;



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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. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall 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.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Public Works Director, and the City shall not unreasonably withhold permission.
- 3.7 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 shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall 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 shall provide the City:

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



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- 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 shall 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 shall 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 Offeror's facilities (during normal business hours).

- 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 or not they are 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 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 shall 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.

- 3.13 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.

- 3.14 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 shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 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 bid.



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- 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 (1) 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 shall 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 of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix 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 shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Public Works Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Public Works Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.



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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 shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Public Works Director 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 shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall 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 shall 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 shall conform to the cancellation clause set forth in this document.

6.3 GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK. The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair



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competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall 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.

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

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

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.
- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements



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for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 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 or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO 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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.



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- 8.3 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.
- 8.4 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 Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 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 shall 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.
- 8.7 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 Public Works Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Public Works 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 Public Works Director was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- 8.9 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.



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9. CONTRACT TERMINATION

9.1 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 shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days 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 shall 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 shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 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.



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1. **AWARD**

The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.

2. **MULTIPLE AWARDS**

The City reserves the right to award to more than one (1) contractor. The City's decision to utilize multiple contractors shall be final and conclusive.

3. **OPTION TO EXTEND**

The City may, at its option and with approval of Contractor, extend the period of this contract up to four additional year(s), in increments of up to one year.

4. **METHOD OF ORDERING (PURCHASE ORDERS)**

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5. **METHOD OF INVOICING**

At a minimum the invoice must include the following: identify the City of Phoenix as the customer, the City issued PO number, the four (4) or six (6) digit City equipment number, the IFB or contract number, and a detailed description of work performed along with itemized parts and labor charges for each item repaired.

6. **INDEMNIFICATION:**

(VEHICLE-TRANSPORT-STORAGE-REPAIR)

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") 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 negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. 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 agrees to waive all rights of subrogation against Indemnitee 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.

INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.



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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, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and 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.

Garage Liability (General Liability) - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

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

Garage-keepers Liability:
Each Auto \$100,000
Each Occurrence \$1,000,000

Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit \$1,000,000

The policy shall be endorsed to include Garage-keepers Liability coverage.

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

The policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).

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 shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.



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ADDITIONAL INSURANCE REQUIREMENTS: The policies shall 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 shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov.

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.

VERIFICATION OF COVERAGE: Contractor shall 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 shall be sent directly to the Procurement Officer, 200 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall 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.**

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

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

7. 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:



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- A. 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 § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. 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.

8. MISCELLANEOUS FEES

Additional charges for fuel surcharges, delivery charges, dealer prep, 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 (Shop and 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 bid response.

9. COOPERATIVE AGREEMENT

In addition to the City of Phoenix 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 www.maricopa.gov/materials 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 of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

10. PROCUREMENT REPORTS

Offeror shall submit quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one (1) month after start period. These reports are due by the 10th day of the month following the quarter. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Offeror will provide sample forms for approval by the City.

11. PERFORMANCE INTERFERENCE

Contractor shall 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 twenty-four (24) hours.



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Phone: (602) 256-5634

Department Contact: Fleet Maintenance Superintendent Phone: (602) 261-8712

12. **CONTRACTOR'S PERFORMANCE**

Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify Contractor.

Contractor will have 24 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

The Contractor(s) will have a minimum of five (5) consecutive years in the related repair business and be completely familiar with the specified requirements and methods needed for proper performance of this contract.

13. **EQUIPMENT/SAFETY**

Contractor shall be responsible for providing and 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 Contractor's employees and the public is of prime concern to the City, and Contractor must take all necessary steps to assure proper safety during the performance of Contractor.

14. **TYPES OF WORK SUPERVISION**

Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and 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.

15. **CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING**

Contractor agrees that all contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at contractor's sole cost and expense as set forth in this section. The background screening provided by contractor shall 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. 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 shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.



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16. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **Standard Risk**.

1. Minimum Risk Level

A minimum risk background screening shall be performed when the contract worker:

- (i) will not have direct access to City facilities or information systems; or
- (ii) will not work with vulnerable adults or children; or
- (iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

2. Standard Risk Level

A standard risk background screening shall be performed when the contract worker's work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall 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 (7) years from the contract worker's proposed date of hire.

3. Maximum Risk Level

A maximum risk background screening shall be performed when the contract worker's work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

17. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS

Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.



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18. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY

The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

19. CONTINUING DUTY; AUDIT

Contractor's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor's compliance with this section.

20. RESPONSE AND REPAIR TIME REQUIREMENTS

Service requests made by an authorized City of Phoenix representative must be acknowledged within two (2) hours and arrangements for repair made within twenty-four (24) hours by electronic communication.

The Contractor understands that the vehicles covered under this specification are critical to the City's fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed schedule.

Repairs shall be started within twenty-four (24) hours of approval. Repairs requiring more than two (2) business days will be brought to the attention of the City authorized representative, including an estimated date/time of completion.

The Contractor will provide a daily status report detailing accurate and complete services provided under this contract. The report shall be emailed daily by 4:00 p.m. to the Contact listed for each City Service Center.

21. EMERGENCY/EXPEDITED SERVICE

When required, emergency/expedited service requests made by an authorized City of Phoenix representative must be acknowledged within one (1) hour by electronic communication and arrangements for repair made within no more than five (5) hours.

22. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.



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23. **BADGE ACCESS PROCEDURES**

An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each contract worker (as defined herein) who is furnishing standard risk (as defined herein) or maximum risk (as defined herein) services under this agreement shall submit to the City of Phoenix, Banking and Cashiering Division, 305 W Washington Street, 1st Floor, Phoenix, AZ 85003-1611:

- (i) a fully completed and authorized City of Phoenix badge application form;
- (ii) a check in the initial badge fee amount listed below made payable to the "City of Phoenix"; and
- (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate.

After the receipt of the badge application and payment, the contract worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the contract worker satisfies the required background screening (as defined herein). The contract worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject contract worker's badge application shall be rejected.

24. **KEY ACCESS PROCEDURES**

If the contractor worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

25. **STOLEN OR LOST BADGES OR KEYS**

Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

26. **RETURN OF BADGE OR KEYS**

All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day (excluding weekends and City holidays) of when the contract worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the contractor worker's services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

27. **CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH**

Contractor's default under this section shall include, but is not limited to, the following:

- (i) Contract worker gains access to a City facility(s) without the proper badge or key;
- (ii) Contract worker uses a badge or key of another to gain access to a City facility;
- (iii) Contract worker commences services under this agreement without the proper badge, key or background screening;
- (iv) Contract worker or contractor submits false information or negligently submits



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- wrong information to the City to obtain a badge, key or applicable background screening; or
- (v) Contractor fails to collect and timely return contract worker's badge or key upon termination of contract worker's employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) 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 shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars (\$1,000.00) department may insert other amount 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 in the event that 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 in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall 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.

28. BADGE AND KEY FEES

The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to contractor.

Initial Badge Fee:	\$55.00	per application
Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

29. WARRANTY

All equipment supplied under this contract shall be fully guaranteed by the contractor for twelve (12) months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detail description of labor performed.

Warranty work requirements shall be performed by a technician on-site with a guarantee response time of two (2) hours, seven (7) days a week, twenty-four (24) hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

30. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor. Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City



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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.

31. INDUSTRY STANDARDS

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

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

The complete equipment/material bid shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

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

22. INSPECTION & ACCEPTANCE

Each repair done under this Contract will be subject to a complete inspection by the City representative prior to acceptance. Inspection criteria will include, but not be limited to, mechanical integrity, quality, workmanship and materials, and invoice accuracy. The City will have (5) business days (excluding any City observed holidays) for this process.

If the repair is unacceptable, the Contractor will pick up the vehicle within twenty-four (24) hours of being contacted and will correct the deficiencies and return the equipment at no additional cost to the City. The City will be the sole determiner of acceptability. No invoices will be processed for payment until repairs are complete and acceptable.

23. SAFETY, PRECAUTIONS, AND CLEANLINESS

On a daily basis, Contractor shall keep the premises clean of all materials waste, debris, slag, and welding rods, etc. so that the workplace is free of any repair related debris. All possible safety hazards to workers or the public shall be corrected immediately and jobsite shall be left in a safe condition at the end of each workday. City representative will advise of disposal of any parts replaced during repair. Contractor shall dispose of these parts, if asked by City, at no extra cost to the City.

Contractor shall clean up, to the City's satisfaction, any spills or fluid waste left due to their work. Contractor shall advise the City representative of any hazardous or non-hazardous spills due to the cause of the repair or due to the repair work itself to determine best practices for cleanup and removal. At no time shall Contractor complete the work and leave a jobsite without notifying the City representative so City can determine best method and responsibility for cleanup.

Contractor(s) will perform these services in a safe manner for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.

Contractor(s) will be responsible for its employees for the execution of services.



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All repairs will be performed to manufacturer's and/or industry standards.

The Contractor(s) will always follow all local, county, state, and national regulations including OSHA, NFPA requirements, state, local and manufacturer operating procedures and generally accepted procedures for the type of equipment being repaired.

The Contractor(s) will be responsible for implementing all final settings and adjustments in accordance with manufacturer's/owner's/engineer's specifications.

24. ON-SITE PRACTICES

- A. Sandblasting and painting of entire containers shall be conducted at Contractor's place of business.
- B. Spot painting areas of repair shall be allowed on City property only if City on-site supervisor approves such work.
- C. On-site supervisor shall be responsible for clarifying allowed or disallowed practices on City property.

25. PROMOTIONAL PRICING

The Contractor(s) may offer sales promotions to the City at the Contractor(s) discretion, for specific services or groups of services within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.



SECTION IV - SCOPE OF WORK

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1. SCOPE OF WORK

The Public Works Department has the need for welding and metal fabrication services that extend beyond its staffing capacity for welding repairs on various types of City equipment, including but not limited to, refuse truck bodies, equipment trailers, bucket cutting edges and solid waste bins.

It is the intent of the City to solicit a firm that will provide welding and metal fabrication services specific to the repair of existing equipment, including but not limited to trash compactors, roll-off bins, front load containers, cutting edges, trailers, and refuse truck bodies. Contractor will furnish all labor, materials (including metal materials and plating (including AR400 steel), couplings, welding rods, gas(es), paint, primer, tools, equipment, transportation and site cleanup for the cleaning, sanding, painting, metal fabrication, welding, refurbishing, repairs, and bottom replacement of containers and other equipment as needed. Contractor shall perform all services at City facilities, unless otherwise requested, at the sole discretion of the City.

2. CONTRACTOR'S QUALIFICATIONS

The Contractor must employ a minimum of three (3) certified welders. Each welder will have a minimum of two years' experience. Unqualified employees are not permitted to provide assistance of any kind under this contract.

If the City determines for any reason, that the qualifications, actions or conduct of any particular Contractor(s) employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice, the Contractor will promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include; performing unsatisfactory services, poor customer service, interfering with operation of City fleet; or inappropriate behavior towards occupants, other Contractor(s) or Subcontractor(s).

Contractor(s) will provide all necessary parts, supplies and labor necessary to perform fleet repairs noted herein, in accordance with all the terms, provisions, and manufacturer's standards.

Repairs will be made at a City facility, unless otherwise approved by City staff.

Services will be performed in conformance with all provisions of this agreement, legal statutes, code requirements, industry standards, applicable OEM specifications, and Fleet Services Policies.

3. COMMON EQUIPMENT

1) Compactor Repairs

- Remove/Repair/Rebuild ground rollers, safety catches, nose cones, etc.
- Repair chutes and hoppers
- Painting
- Refurbishing
- Repair damaged hinges
- Welding repairs (front corners, etc.)
- General welding repairs

2) Kubota Tractor Repairs

- Remove/Replace bucket cutting blade
- Remove/Replace welding repairs



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- 3) Refuse Truck Body Repairs
 - General welding repairs
- 4) Equipment Trailers
 - Remove/Replace drop leg jack (jack supplied)
 - General welding repairs (cracked or broken frames, side rails, etc.)

4. TRANSFER STATION REPAIRS

- 1) Load Out Hopper
 - Remove damaged section and replace with same gauge material.
 - This area can only be accessed using a lift or scaffolding. Obtaining lifts or scaffolding is the responsibility of the Contractor. Because this area is accessed from the load out tunnel, the repairs are to be made without blocking the ability to use the other hoppers.
 - Repair work may need City representative approval/acceptance before leaving job site.
- 2) Tunnel Scales
 - Remove any damaged section and replace with same gauge material.
 - All repairs must be completed to manufacturer's specifications.
 - There are 36 Inspection covers and none of the covers are the same. Each will need to be measured and fabricated to fit each particular inspection port.
- 3) Electric and Diesel Excavators
 - Welding repairs may be needed for the following areas: body, frame, boom, stick and bucket.
 - Welding repairs are to return the equipment back to safe working order.
- 4) Loaders
 - Welding repairs may be needed for the following areas: windshield covers, lift arms, compartment doors, body and buckets including cutting edges, grapplers.
 - Welding repairs are to return the equipment back to safe working order.
- 5) Drain grates
 - Remove, weld and replace any damaged drain grates using same design and gauge material.
 - If a drain grate needs to be removed for welding repairs to be completed, Contractor must secure the area with a road grate able to withstand the weight of the Transfer Station equipment or arrange to repair drain grates during off-work hours.

5. CONTAINERS

All equipment occasionally incurs metal damage that will require welding to return it to full working order.

Container Types and Sizes

FRONT LOAD CONTAINERS	ROLL OFF CONTAINERS
2 YARD	20 YARD
3 YARD	25 YARD
4 YARD	30 YARD
6 YARD	40 YARD
8 YARD	



SECTION IV - SCOPE OF WORK

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- The City owns approximately 1,500 front load binds and 200 roll-off bins, which have an average life cycle of approximately ten (10) years. Contractor shall ensure that all containers to be repaired are thoroughly cleaned inside and outside and allowed to dry before work begins. All loose paint, debris, stickers and rusted areas shall be thoroughly sanded and/or sandblasted. The insides of containers and the bottoms of lids shall be completely primed. The bottom outside of the container shall be completely primed. Any new metal shall be completely primed. The outside of the container, including the underside of lids and bottom shall be completely painted with high quality enamel paint. Primer and paint shall be evenly applied and free from runs. All slag from welding shall be removed prior to painting. The paint color is to be Desert Tan or Recycle Blue and must be approved by the City before painting begins. All paint must have guaranteed color retention for a minimum of five (5) years. All workmanship and additional materials must be guaranteed for a minimum of one (1) year. All work shall be executed in accordance with the best-recognized practices.
- Sheet metal replacement shall be made utilizing the largest sheet size possible to minimize seams.
- Repair and/or weld all metal sleeves, doors, rail rollers, and rail pins as needed. All welding repairs on the inside surfaces should have minimal seams and must be ground down to provide a smooth surface. All seams in floor surfaces must be parallel with the length of the unit. All grease zerk fittings will be replaced (when applicable).
- All broken, ripped or warped plastic lids must be replaced with new lids of like design repaired or replaced (when applicable).
- Hinge rods, washers, nuts and casters must be replaced with new products when lids are repaired or replaced (when applicable).
- Hinge rods, washers, nuts, and casters must be replaced with new products whenever lids are repaired or replaced.
- Ear tabs holding the hinge rods must be straightened, repaired/replaced and welded prior to painting.
- Bins may contain locking lid mechanisms, which must be repaired or replaced to return them to their original working condition.

Types of Services Required

Front Load Containers – Trash/Recycling

- a. Lid & lid assembly replacement
- b. Parts replacement
- c. Bottom replacements
- d. Heavy duty fabrications and repairs
- e. Prep, paint & minor repairs
- f. Fabricate & install gussets
- g. Move drain plugs
- h. Fabricate and install sliding door assembly
- i. Minor welding repairs (sleeves, hinges, patch holes)
- j. Major welding repairs (bottoms)

Roll-Off Containers – Trash/Recycling

- a. Floor rail repairs
- b. Door adjustments
- c. Welding, patching & repairs
- d. Prep, paint & minor repairs
- e. Re-adjust & repair rear doors



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- f. Modify & install locking bars
- g. Caster/Roller repairs
- h. Minor welding repairs (sleeves, hinges, patch holes)
- i. Major welding repairs (bottoms)

26. **GENERAL WELDING/REPAIRS**
There may be additional welding and repairs not outlined above.



SECTION V - SUBMITTAL

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Please submit one original and one digital Excel spreadsheet of the Submittal (Section V) as provided by the City. **Please submit only Section V, do not submit a copy of the entire document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

BID PRICE SCHEDULE

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

Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)
1	<u>Standard Labor Rate*</u> The standard labor rate shall apply to all situations with the exception of emergency/expedited-based requests	HR/ PERSON	65	
2	<u>Emergency Labor Rate</u> This rate shall apply when expedited service is required	HR/ PERSON	78	
3	Paint compactor at Contractor's facility	EA.	1,620	
4	Repair/replace damaged hinges	EA.	110	
5	Repair/replace drop leg jack (jack supplied by City)	EA.	130	
6	Labor and materials to remove and replace <u>right and left hopper</u> to body transition corners using 3/16" AR400 Steel	S.F.	125	
7	Labor and materials to remove and replace <u>right and left hopper</u> to body transition corners using 1/4" AR400 Steel	S.F.	135	
8	Labor and materials to remove and replace <u>hopper wall</u> using 3/16" AR400 Steel	S.F.	125	
9	Labor and materials to remove and replace <u>hopper wall</u> using 1/4" AR400 Steel	S.F.	135	
10	Labor and materials to remove and replace <u>hopper floor</u> using 3/16" AR400 Steel	S.F.	125	
11	Labor and materials to remove and replace <u>hopper floor</u> using 1/4" AR400 Steel	S.F.	135	

Company Name Revolution Industrial

Solicitation Due Date: November 30, 2016

Solicitation No. IFB 17-FSD-080

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Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)				
12	Labor and materials to <u>overlay packer snout</u> using 3/16" AR400 Steel	S.F.	125					
13	Labor and materials to <u>overlay packer snout</u> using 1/4" AR400 Steel	S.F.	135					
14	Remove and reinstall <u>packer follower panel</u> when required for other repairs	EA.	520					
15	Labor to remove and replace <u>packer follower panel</u> , rollers and axles	EA.	1990					
16	Labor to remove and replace packer blade	EA.	520					
17	Remove and replace packer blade wear strips, shoes and shims (4 shoes provided by City)	EA.	900					
18	Labor to remove, replace and install bronze wear strips on lift arm (6 supplied by City) performed at City facility.	EA.	900					
19	Labor to remove, replace and install bronze wear strips on lift arm (6 supplied by City) performed at City facility.	EA.	900					
20	Remove and replace hopper cover (cover supplied by City)	EA.	260					
21	Remove and replace bucket cutting edge (edge supplied by City) <i>bolted</i>	EA.	260					
22	Remove and replace tool shank (teeth and shanks supplied by City)	EA.	65					
23	Labor and material to repair damaged sections of hopper at City's Transfer Station using 1/2" AR400 Steel	S.F.	185					
24	Sandblast or wire brush entire front loader container (only) at Contractor facility	EA.	890					
25	Cleaning entire front loader interior (only) at Contractor facility	EA.		2	3	4	6	8
				110	110	166	220	330
26	Paint entire front loader container (interior and exterior) with enamel (only) at Contractor's facility - color to be determined by City	EA.		2	3	4	6	8
				750	750	750	900	1200

Company Name Revolution Industrial

Solicitation Due Date: November 30, 2016

Solicitation No. IFB 17-FSD-080



SECTION V - SUBMITTAL

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7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)				
				2	3	4	6	8
27	Labor to replace plastic lids on front loader containers	EA.		65	65	130	130	130
28	Parts and labor to replace rods, washers and nuts on front loader containers	EA.		65	65	130	130	130
29	Parts and labor to replace rods, washers & nuts and all lids (supplied by City) for the entire front loader container	EA.		65	65	130	130	130
30	Repair ear tabs holding hinge rods on front loader containers	EA.		65	65	130	130	130
31	Replace caster on front loader containers	EA.		65	65	130	130	130
32	Additional casters replaced at same time on front loader containers	EA.		65	65	130	130	130
33	Replace caster pad on front loader containers	EA.		65	65	130	130	130
34	Repair lid locking mechanisms on front loader containers	EA.		65	65	130	130	130
35	Replace lid locking mechanisms on front loader containers	EA.		65	65	130	130	130
36	Paint complete roll-off container with enamel (internal and exterior) at Contractor facility (only) - color to be determined by City.	EA.		4500	4500	6500	8500	
37	Labor to replace plastic lids for roll-off containers	EA.		880	880			

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38	Parts and labor to replace rods, washers and nuts	EA.		20	25		
				520	520		
39	Parts and labor to replace rods, washers, nuts, and all lids (supplied by City) for the complete roll-off container	EA.		20	25		
				1000	1000		
40	Repair ear tabs holding hinge rods for roll-off containers	EA.		20	25		
				260	260		
41	Cleaning entire interior of roll-off container at (only) Contractor facility	EA.		20	25	30	40
				460	460	590	700
42	Replace door latch hook for roll-off containers	EA.		20	25		
				260	260		
43	Replace cut notches for tie downs for roll-off containers	EA.		20	25		
				260	260		
44	Realign door hinges to allow door to close for roll-off bins	EA.		20	25		
				260	260		
45	Aluminum welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	85				
46	Stainless steel welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	95				
47	Titanium welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	165				
48	Other welding/repair services (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	165				

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Table with 4 columns: Item Number, Description, Category, and Mark-up Percentage. Items 49, 50, and 51 are listed with their respective descriptions and mark-up percentages (15%, 10%, 10%).

1. BID EVALUATION*

The bid will be evaluated on the standard labor rate. All other line items are ancillary and will be considered optional. Prices listed for the selected contractor(s) will become part of the contract and utilized as needed.

2. PAYMENT TERMS

Contractor offers a prompt payment discount of 0% 30 days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

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.

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3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name Jarrold Goodman

Telephone Number 623-980-4180

Alternate Contact Kyle Sargent

Telephone Number 480-550-1189

4. YEARS IN BUSINESS AND REFERENCES

Contractor certifies that Revolution Industrial has provided complete
(Company Name)

Welding and metal fabrication services listed in this solicitation for a period of 5
years. (number of years)

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for welding and metal fabrication services.

Company Name JBS

Address 661 S. 91st Ave 85353

Reference Nick Rodina

Telephone Number 785-304-5193

Email address Nick.Rodina@jbssa.com

Company Name Freeport McMoran

Address 4240 US 60

Reference Robert Schneider

Telephone Number 928-701-7422

Email address rschneid@fmi.com

Company Name Felix Construction

Address 11140 N. 136th Ave. 85379

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Reference

David Gianetto

Telephone Number

480-464-0011

Email address

dauidg@felixconstruction.com

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SECTION VI - ATTACHMENTS

CITY OF PHOENIX
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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. 2066 1288
Use Tax No. for Out-of State Suppliers NA
City of Phoenix Sales Tax No. 100 355 29

Taxpayer's Federal Identification No. : If recommended for contract award, Offeror 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 Offeror 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.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

Enter City's Registration System ID Number
Located at City's eProcurement website (see SECTION I - INSTRUCTIONS - CITY'S REGISTRATION)
0003514089

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 of the other offerors or potential offerors.

Kyle Sargent
Authorized Signature Date 11/30/16

Kyle Sargent Project Manager
Printed Name and Title

Company Name Revolution Industrial
Address 6793 W. Willis Rd
City, State and Zip Code Chandler, AZ 85226
Telephone Number 480-550-1189
Email Address kyle@revolutionindustrial.com

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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services 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. 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

[Signature]
City Clerk

[Signature]
John Trujillo, Public Works Director

Approved as to form this 19 day of November, 2014

Awarded this day of 2016.

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.



CITY CLERK DEPT.
2017 JAN 30 AM 8:42

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SECTION VI - ATTACHMENTS

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Attachment A

CITY FACILITIES

Desert Horizon Police Precinct	16030 N 56th St, Scottsdale, AZ 85254
Union Hills Service Center	138 E Union Hills, Phoenix, AZ 85024
Salt River Service Center	3045 S 22nd Ave Phoenix, AZ 85009
Black Mountain Police Precinct	33355 N Cave Creed Rd, Phoenix, AZ 85331
Cactus Park Police Precinct	12220 N 39th Ave, Phoenix, AZ 85029
Central City Police Precinct	1902 S 16th St, Phoenix, AZ
Maryvale Police Precinct	6180 W Encanto Blvd, Phoenix, AZ
Police Southern Command Station	3443 S Central Ave, Phoenix, AZ 85040
Fire Resources Center	2625 S 19th Ave, Phoenix, AZ 85009
North Gateway Transfer Station	30205 N Black Canyon HWY, Phoenix, AZ 85085
South Mountain Police Precinct	400 W Southern Ave, Phoenix, AZ
22nd Avenue Service Center	2441 S 22nd Ave, Phoenix, AZ 85009
Glenrosa Service Center	4021 W Glenrosa Ave, Phoenix, AZ 85019
Okemah Service Center	3828 E Anne St, Phoenix, AZ 85040
27th Avenue Solid Waste Management Facility	3060 S 27th Ave, Phoenix, AZ 85009
SR 85 Landfill - Public Works	28361 W Patterson Rd, Buckeye, AZ 85326

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91st Avenue Treatment Plant

5615 S 91st Ave, Tolleson, AZ 85353

Mountain View Police Precinct

2705 E Maryland Ave, Phoenix, AZ 85016

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