

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIRD & BUG VENTURES, LLC dba ANDERSON LOCK & SAFE**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Bird & Bug Ventures, LLC, dba Anderson Lock & Safe, a(n) Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On March 24, 2022, under S.A.V.E Cooperative Purchasing Agreement, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Locksmith Services Requirements Contract, Contract No. 156029-0 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 24, 2022, until the date the contract expires on March 23, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 23, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 23, 2024. The City may renew the term of this Agreement for three (3) one-year periods if the term on the Cooperative

Purchasing Agreement is likewise extended or renewed. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty thousand dollars (\$20,000) annually or one hundred thousand dollars (\$100,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Todd Blair
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301

And

Bird & Bug Ventures, LLC dba
Anderson Lock & Safe
6146 N. 35th Ave, Suite 101
Phoenix, Arizona 85017
michael@andersonlockandsafe.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Bird & Bug Ventures, LLC dba
Anderson Lock & Safe, an
Arizona limited liability company

By: _____


Name: Michael Hanson
Title: Owner

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIRD & BUG VENTURES, LLC dba ANDERSON LOCK & SAFE**

**EXHIBIT A
(CITY OF PHOENIX CONTRACT NO. 156029-0
LOCKSMITH SERVICES REQUIREMENT CONTRACT)**



156029--0

CITY OF PHOENIX

**Finance
William Langbehn
Procurement Officer
251 W. Washington St., 8th Floor
Phoenix, AZ 85003
(602) 262-7181
william.langbehn@phoenix.gov**

**INVITATION FOR BID
IFB 22 – 044 (WL)**

Locksmith Services - REQUIREMENTS CONTRACT



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CITY OF PHOENIX

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SECTION I - INSTRUCTIONS

CITY OF PHOENIX

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

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked, and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mail the response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



1.4 SUBMITTALS

- A. Product Data: Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 1. Hardware schedule shall clearly indicate architect's hardware group and manufacturer of each item proposed.
 - 2. The schedule shall be reviewed prior to submission by a certified Architectural Hardware Consultant (AHC) as to the completeness and correctness of the schedule.
 - a. Provide one copy of illustrations from manufacturer's catalogs and data sheets with each schedule submitted.
 - b. Check specified hardware for suitability and adaptability to details and surrounding conditions. Indicate unsuitable or incompatible items and proposed substitutions in hardware schedule.
 - c. Furnish other Contractors concerned with copies of final approved hardware schedule. Submit necessary templates and schedules as soon as possible to hollow metal, wood door and aluminum door fabricators in accordance with schedule they require for fabrication.
 - d. Samples: Lever design or finish sample: Provide three samples if requested by architect.
 - e. All hardware schedules must be approved and signed by Department Locksmith Representative Staff before hardware is ordered for projects.
 - f. Include complete part numbers for all items specified in hardware sets.
- B. Samples for Initial Selection: For each finish, color, and texture required for each type of door hardware indicated.
- C. Qualification Data:
 - 1 Supplier: All security hardware products shall be supplied by a factory certified distributor.
 - 2 Installers shall be certified to install all hardware products.
- D. Maintenance Data: Include maintenance manuals for each type of door hardware. Include one copy for each device in the final hardware schedule.
- E. Warranty: Special warranty specified in this Section.
- F. Other Action Submittals:
 - 1. Door Hardware Sets: Prepared by or under the supervision of Architectural Hardware Consultant, detailing of door hardware, as well as procedures and diagrams. Coordinate the final door hardware sets with doors, frames, and related work to ensure proper size, thickness, handing, function, and finish of door hardware.



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- a. Format: Comply with scheduling sequence and vertical format in Door and Hardware Institute's (DHI) "Sequence and Format for the Hardware Schedule." Number and date each page.
 - b. Format: Use same scheduling sequence and use the same door numbers as in the Contract Documents.
 - c. Content: Include the following information:
 - 1) Identification number, location, handing, fire rating and material of each door and frame.
 - 2) Type, style, function, size, quantity, and finish of each door hardware item for each door or opening including name and manufacturer.
 - 3) Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - 4) Door and frame sizes and materials.
 - d. Submittal Sequence: Submit the final door hardware sets at earliest possible date, particularly where approval of the door hardware sets must precede fabrication of other work that is critical in Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the door hardware sets.
 - e. Submittal Sequence: Submit initial draft of final schedule along with essential Product Data to facilitate the fabrication of other work that is critical in Project construction schedule. Submit the final door hardware sets after Samples, Product Data, coordination with Shop Drawings of other work, delivery schedules, and similar information has been completed and accepted.
2. Keying Schedule: Prepared and keyed by the Department Locksmith Representative. Construction cores and keys are to be provided by the Contractor. Add "64" to the beginning of Sargent part numbers to receive Sargent 6300 series removable construction cores.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by lock manufacturer and has five (5) years' experience in installation of similar hardware.
1. Installer's responsibilities include installing door hardware and providing a qualified Architectural Hardware Consultant available during the course of the Work to consult with Contractor, Architect, and Department Locksmith Representative about door hardware and keying.
 2. Installer shall have warehousing facilities in Project's vicinity.



3. Scheduling Responsibility: Preparation of door hardware and keying schedules.

- B. Architectural Hardware Consultant Qualifications: A person who is currently certified by DHI as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
- C. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
- D. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252, UL10B or UL10C.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final door hardware sets, and include basic installation instructions, templates, and necessary fasteners with each item or package.

1.7 COORDINATION

- A. Templates: Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Existing Openings: Where new hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide for proper operation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fails in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:



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- a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of operators and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
2. Manufacturer's Warranty Period:
- a. Exit Devices: Three years from date of Substantial Completion.
 - b. Manual Closers: Ten years from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of maintenance instructions as needed for Department Locksmith Representative's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in this Section and door hardware sets indicated in Part 3.8 "Door Hardware Sets" Article.
1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3.8 "Door Hardware Sets" Article. Products are identified by using door hardware designations, as follows:
1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3.8 "Door Hardware Sets" Article.

2.2 HINGES, GENERAL

- A. Quantity: Provide the following, unless otherwise indicated:
1. Two Hinges: For doors with heights up to 60 inches
 2. Three Hinges: For doors with heights 61 to 90 inches
 3. Four Hinges: For doors with heights 91 to 120 inches
 4. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches



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B. Hinge Weight: Unless otherwise indicated, provide the following:

1. Entrance and high frequency use Doors: Heavy-weight hinges.
2. Antifriction-bearing hinges with non-removable pins.
3. Interior Doors: Standard-weight hinges.

C. Fasteners: Comply with the following:

1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.
2. Wood Screws: For wood doors and frames.
3. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
4. Screws: Phillips flat-head; machine screws (drilled and tapped holes) for metal doors wood screws for wood doors and frames. Finish screw heads to match surface of hinges.

2.3 HINGES

A. Butts and Hinges: BHMA A156.1 or current.

B. Template Hinge Dimensions for hollow metal doors: BHMA A156.7 or current.

C. **Acceptable** Manufacturers and Types:

1. McKinney Products Company; an ASSA ABLOY Group company (MCK). Fore example:
 - a. T4A3786
 - b. TA2714
2. Stanley Hinges
3. Hager Hinges
4. Ives Hinges

2.4 LOCKS AND LATCHES, GENERAL

A. **Accessibility Requirements:** Where indicated to comply with accessibility requirements, comply with **the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA).**

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbs.

B. Latches and Locks for Means of Egress Doors: Comply with NFPA 101. Latches shall not require more than 15 lbs. to release the latch. Locks shall not require use of a key, tool, or special knowledge for operation.

C. Lock Trim:



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1. Levers and trim roses:
 - a. Sargent “LL,” NO Substitutions.

D. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch latch bolt throw.
2. Mortise Locks: Minimum 3/4-inch latch bolt throw.
3. Deadbolts: Minimum 1-inch bolt throw.

E. Rabbeted Meeting Doors: Provide special rabbeted front and strike on locksets for rabbeted meeting stiles.

F. Backset: 2-3/4 inches unless otherwise indicated.

G. Strikes: Manufacturer's standard strike with strike box for each latch bolt or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, and as follows:

1. Strikes for Bored Locks and Latches: BHMA A156.2.
2. Strikes for Mortise Locks and Latches: BHMA A156.13.
3. Strikes for Interconnected Locks and Latches: BHMA A156.12.
4. Strikes for Auxiliary Deadlocks: BHMA A156.5.
5. Flat-Lip Strikes: For locks with three-piece antifriction latch bolts, as recommended by manufacturer.
6. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
7. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.

2.5 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: Function numbers and descriptions indicated in door hardware sets comply with the following:

1. Bored Locks: BHMA A156.2.
2. Mortise Locks: BHMA A156.13.
3. Interconnected Locks: BHMA A156.12.

B. Bored Locks: BHMA A156.2, **Grade 1**

1. **Acceptable** Manufacturers:
 - a. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT). 64-11 Line LL, No Substitutions.



C. Mortise Locks:

1. **Acceptable** Manufacturers:

a. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT).

1) 64-8200 LL, No Substitutions

b. Schlage Manufacturing Company; an Ingersoll Rand Group company (SCH).

1) Schlage L-Series, 17 Lever, B-rose, No Substitutions.

a. Order Sargent 64-42 x26D mortise cylinder with 13-0928 cam with Schlage mortise locks.

2.6 AUXILIARY LOCKS AND LATCHES

A. Auxiliary Locks: BHMA A156.5, **Grade 1**

1. **Acceptable** Manufacturers:

a. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT).

b. Add “64” to the beginning of the Sargent part number to receive a construction core.

2.7 EXIT ALARMS

A. **Acceptable** Manufacturers:

1. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT). No Substitutions.

2.8 DOOR BOLTS

A. Dustproof Strikes: BHMA A156.16, **Grade 1**

1. **Acceptable** Manufacturers:

a. McKinney

b. Trimco

B. Surface Bolts: BHMA A156.16, **Grade 1.**

1. Flush Bolt Heads: Minimum of 1/2-inch- diameter rods of brass, bronze, or stainless steel with minimum 12-inch- long rod for doors up to 84 inches in height. Provide longer rods as necessary for doors exceeding 84 inches

2. **Acceptable** Manufacturers:

a. Trimco (TBM)

b. Ives



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C. Manual Flush Bolts: BHMA A156.16, **Grade 1**; designed for mortising into door edge.

1. **Acceptable** Manufacturers:

- a. McKinney
- b. Trimco (TBM).
- c. Ives

2.9 EXIT DEVICES

A. 1. Von Duprin Manufacturing Company; an Allegion company. Use 33/35 or 98/99 Series. No Substitutions. Vertical rod applications are not acceptable, unless building code dictates usage. Utilize mullions in place of vertical rods.

- 1) Von Duprin Exit Device Trim:
 - a. 98/99 - use 996L lever trim
 - b. 33/35 - use 370L lever trim

2. Sargent Manufacturing Company; an Assa Abloy Group company. Sargent 80 Series. No Substitutions. Vertical rod applications are not acceptable, unless building code dictates usage. Utilize mullions in place of vertical rods.

- 2) Sargent Exit Device Trim:
 - b. Add 43 to the part number for flush end cap.

3. For Von Duprin and Sargent panic devices, order appropriate "64-" mortise or rim cylinders from Sargent for each device.

- a. Sargent 64-42 Mortise Cylinder with appropriate cam for hardware function.

- b. Use Sargent 64-34 rim cylinder for Von Duprin and Sargent rim devices. No vertical rods permitted. Mullion required.

- 4. All non-fire rated devices must be lock cylinder dogging type.

B. Accessibility Requirements: Where handles, pulls, latches, locks, and other operating devices are indicated to comply with accessibility requirements, comply with the **U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA)**,

- 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbs.

C. Exit Devices for Means of Egress Doors: Comply with NFPA 101. Exit devices shall not require more than 15 lbs. to release the latch. Locks shall not require use of a key, tool, or special knowledge for operation.

D. Exit Devices: Listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.



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- E. Fire Exit Devices: Devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- F. Removable Mullions: BHMA A156.3.
 - 1. Von Duprin KR-4954 or KR-9954 for Fire Rated openings. Also order Sargent mortise cylinder part #64-42 x26D with 13-1251 cam for use with Von Duprin mullions. No Substitutions.
 - 2. Sargent 64-12-L980, No Substitutions.
- G. Fire-Exit Removable Mullions: Provide removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions shall be used only with exit devices for which they have been tested.
- H. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 - 1. Operation: **Rigid**.
- I. Outside Trim: **Lever, Lever with cylinder, Pull, Pull with cylinder**; material and finish to match locksets, unless otherwise indicated.
 - 1. Match design for locksets and latches, unless otherwise indicated.
- J. Through Bolts: For exit devices and trim on **non-fire-rated wood doors** and **fire-rated wood doors**.
- K. **Acceptable** Manufacturers:
 - 1. Von Duprin Manufacturing Company; an Allegion company. Use 33/35 or 98/99 Series. No Substitutions. Vertical rod applications are not acceptable, unless building code dictates usage. Utilize mullions in place of vertical rods.
 - a. Von Duprin 98/99 – use 996L Lever trim
 - b. Von Duprin 33/35 – use 370L Lever Trim
 - 2. Sargent Manufacturing Company; an Assa Abloy Group company. Sargent 80 Series. No Substitutions. Vertical rod applications are not acceptable, unless building code dictates usage. Utilize mullions in place of vertical rods.
 - 3. For Von Duprin and Sargent panic devices, order appropriate “64-“mortise or rim cylinders from Sargent for each device.
 - a. Sargent 64-42 Mortise Cylinder with appropriate cam for hardware function.
 - b. Sargent 64-34 Rim Cylinder for Von Duprin and Sargent Rim Devices.



2.10 LOCK CYLINDERS

- A. Standard Lock Cylinders: BHMA A156.5, **Grade 1**.
- B. Cylinders: Manufacturer's standard tumbler type, constructed from brass or bronze, stainless steel, or nickel silver, and complying with the following:
 - 1. Number of Pins: **Six**.
 - 2. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
 - 3. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - 4. Bored-Lock Type: Cylinders with tailpieces to suit locks.
- C. Permanent Cores: Sargent 6300 series, manufacturer's standard; finish face to match lockset; complying with the following:
 - 1. Removable Cores: Core insert, removable by use of a special key; for use only with core manufacturer's cylinder and door hardware. To order, insert "64" in front of Sargent part numbers to receive Sargent 6300 series construction core.
- D. Construction Keying: Comply with the following:
 - 1. Construction Cores: Provide "64" series construction cores that are replaceable by permanent 6300 series lock cores. Provide 10 construction master keys.
- E. Manufacturer: Same manufacturer as for locks and latches.
- F. **Acceptable Manufacturers:**
 - 1. SARGENT Manufacturing Company; an ASSA ABLOY Group company (SGT). No Substitutions.

2.11 KEYING

- A. Keying System: By Department Locksmith Representative.

2.12 CLOSERS

- A. Accessibility Requirements: Where handles, pulls, latches, locks, and other operating devices are indicated to comply with accessibility requirements, comply with **[the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA)**.
 - 1. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbs. applied perpendicular to door.



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b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.

B. Door Closers for Means of Egress Doors: Comply with NFPA 101. Door closers shall not require more than 30 lbs. to set door in motion and not more than 15 lbs. to open door to minimum required width.

C. Size of Units: Unless otherwise indicated, comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

D. Final operation of door closer is to be set after HVAC system is operational.

E. Surface Closers: BHMA A156.4, **Grade 1**. Provide type of arm required for closer to be located on non-public side of door, unless otherwise indicated.

1. Acceptable Manufacturers and series:

a. LCN 4041 Series – Interior doors with 3077 EDA heavy duty arm

b. LCN 4040XP Series – Exterior doors with 3077 EDA heavy duty arm

F. Coordinators: BHMA A156.3.

1. Trimco or as scheduled.

2.13 PROTECTIVE TRIM UNITS

A. Size: 2 inches less than door width on push side and 1 inch less than door width on pull side, by 10" height.

B. Fasteners: Manufacturer's standard machine or self-tapping screws.

C. Metal Protective Trim Units: BHMA A156.6; beveled top and 2 sides; fabricated from **material indicated in door hardware sets**.

1. Material: 0.050-inch- thick stainless steel.

2. **Acceptable** Manufacturers:

a. Don-Jo Mfg., Inc. (DJO).

b. Trimco (TBM).

c. McKinney

d. General Lock

D. Push and Pull Plates:

1. Size 4" x 16" or as scheduled

2. Material: Stainless Steel US32D

3. **Acceptable** Manufacturers:



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- a. McKinney
- b. Trimco (TBM)
- c. General Lock.

2.14 STOPS AND HOLDERS

A. Stops and Bumpers: BHMA A156.16, Grade 1.

- 1. Provide wall stops on all locations, except where floor stops were specified or absolutely required. Do not mount floor stops where they will impede traffic or cause trip hazards. Where floor or wall stops are not appropriate, provide overhead holders.

B. Mechanical Door Holders: BHMA A156.16, Grade 1.

C. Combination Floor and Wall Stops and Holders: BHMA A156.8, Grade 1.

D. Combination Overhead Stops and Holders: BHMA A156.8, Grade 1.

- 1. Acceptable Manufacturers:
 - a. Sargent 1530, 1540, 590 or 690.
 - b. ABH
 - c. Glynn Johnson

E. Silencers for Wood Door Frames: BHMA A156.16, Grade 1; neoprene or rubber, minimum 5/8 by 3/4 inch; fabricated for drilled-in application to frame.

F. Silencers for Metal Door Frames: BHMA A156.16, Grade 1; neoprene or rubber, minimum diameter 1/2 inch; fabricated for drilled-in application to frame.

G. Acceptable Manufacturers:

- 1. Trimco (TBM)
- 2. Ives

2.15 Weather Stripping:

A. Acceptable Manufacturers and Products:

- 1. McKinney: MCK315CN Sweeps
- 2. McKinney: MCK316AV Jamb.
- 3. McKinney MCK348C Door top drips.
- 4. Pemko
- 5. National Guard Products

B. Where weather stripping is specified in hardware groups, provide MCK316AV unless detailed otherwise.



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- C. Provide self-tapping fasteners for weather stripping being applied to hollow metal frames.
- D. Where sweeps are specified in hardware groups, provide MCK315CN unless detailed otherwise.
- E. Where rain drips are specified in hardware groups, provide MCK346C x full frame width, unless detailed otherwise.
- F. Gasketing:
 - 1. Provide accessories, shims, and fasteners. Acceptable Manufacturers and products:
 - a. McKinney MCKPK55D.
 - b. Pemko
 - c. National Guard Products
 - 2. Where smoke gasket is specified in hardware groups, provide MCKPK55D, unless detailed otherwise.
- G. Provide gaskets for 20-minute doors and doors designated for smoke and draft control.
- H. Where frame applied intumescent seals are required by the manufacturer, provide gaskets that comply with UBC 7-2, 1997 and UL 10C positive pressure tests.
- I. Sound gasketing:
 - 1. Acceptable Manufacturers:
 - a. McKinney Automatic Door Bottoms: MCK4301CRL
 - b. Where gasketing is specified in hardware groups, provide MCK4301CRL and MCK379CR unless detailed otherwise.
 - c. Pemko
 - d. National Guard Products

2.16 THRESHOLDS

- A. Acceptable Manufacturers and Products:
 - 1. McKinney MCK171A
 - 2. Pemko
 - 3. National Guard Products
- B. Where thresholds are specified in hardware groups, provide MCK171A thresholds unless detailed otherwise.
- C. Refer to drawings for special details. Provide accessories, shims and fasteners.
- D. Where thresholds occur at openings with one or more mullions, they shall be cut for the mullions and extended continuously for the entire opening.



2.17 MISCELLANEOUS DOOR HARDWARE

A. Auxiliary Hardware: BHMA A156.16, **Grade 1**.

1. **Acceptable Manufacturers and types:**
 - a. Don-Jo Mfg., Inc. (DJO).
 - b. Trimco (TBM).

2.18 FABRICATION

A. **Manufacturer's Nameplate:** Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. **Base Metals:** Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18. Do not furnish manufacturer's standard materials or forming methods if different from specified standard.

C. **Fasteners:** Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. **Concealed Fasteners:** For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. **Steel Machine or Wood Screws:** For the following fire-rated applications:
 - a. Mortise hinges to doors.
 - b. Strike plates to frames.
 - c. Closers to doors and frames.
3. **Steel Through Bolts:** For the following fire-rated applications unless door blocking is provided:
 - a. Surface hinges to doors.
 - b. Closers to doors and frames.
 - c. Surface-mounted exit devices.



SECTION VII – EXHIBITS

CITY OF PHOENIX

4. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
5. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."

2.19 FINISHES

- A. Standard: BHMA A156.18, as indicated in door hardware sets.
- B. Standard finishes are US26D and US32D.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: Comply with DHI A115 Series.
 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to ANSI A250.6.
- B. Wood Doors: Comply with DHI A115-W Series.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated **on drawings as follows** unless otherwise indicated or required to comply with governing regulations.
 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 4. Hardware is not allowed at the bottom of the doors.



- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Masterformat Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Masterformat Division 07 Section "Joint Sealants."

3.4 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Department Locksmith Representative will engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
 - 1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Unless otherwise required by authorities having jurisdiction, adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
- B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust, including adjusting operating forces, each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.



3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Department Locksmith Representative and maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Masterformat Division 01 Section "Demonstration and Training."

3.8 DOOR HARDWARE SETS

- A. Architect shall contact Vincent Huizar, ASSA ABLOY, 602-769-2019, to write the hardware sets. This service is at no cost to the Architect or Department Locksmith Representative.



ADDENDUM 1

Solicitation Number: IFB 22-044 Addendum 1 Page 1 of 2

Solicitation Due Date: Thursday, November 18, 2021 by 2:00 p.m. AZ Time

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

INVITATION FOR BID (IFB) 22-044
Locksmith Services
Requirements Contract

VENDOR'S INQUIRIES AND CITY'S RESPONSES

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

Question 1 – 60 43 55 56 8804F ETL x 26D x 24VDC: Can you clarify what this is?

City's Response: This has been removed from the Bid Price Schedule.

Question 2 – 60-42-6300 x 26D: What keyway is this? Can you specify what this is?

City's Response: Description: Sargent I/C mortise cylinder with Sargent cam. This is a housing for the core, so no keyway is needed.

Question 3 – 15-6400 "HF": can you clarify what this is?

City's Response: Description: Sargent "HF" series I/C construction core. This is a construction core to be temporarily install by the vendor until the Locksmith can install the permanent core.

Question 4 – RXEL 99L 36" x 26D: I believe this is going to be an electrified Von Duprin 9900 series push bar, but there are a couple and the difference in price is substantial, so can you verify which part this is?

City's Response: This has been removed from the Bid Price Schedule.

CHANGES

Please make the following changes to the above-referenced solicitation:

A. Section VI – Submittal, Item 6. BID PRICE SCHEDULE, has been revised and replaced with the table below:

Item #	Part Number	Estimated Quantity	City Cost / Each	Extended Cost
1	2860 11G04 LL x 26D	40	\$	\$
2	2860 11G05 LL x 26D	64	\$	\$
3	RX2860 10G71 LL x 26D x 24VDC	64	\$	\$
4	60 8205 LL x 26D	52	\$	\$



1. DESCRIPTION – STATEMENT OF NEED - TERM:

- 1.1. The City of Phoenix invites sealed offers for locksmith services at various locations throughout the city for a duration of 2-years, with three 1-year options for renewal, commencing on or about January 1, 2022, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.
- 1.2. The City of Phoenix is responsible for maintaining its buildings and ensuring that they are secure for public and internal staff who have access to them. As part of those efforts various departments within the City need to replace, upgrade, and provide preventative maintaining to their locking systems at their buildings. The performance of day-to-day operations, maintenance, or replacement of critical systems is essential to prevent liability to the building, its occupants, and systems. As such, the City requires that Contractor employ 'best practices' in carrying out its duties and obligations.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

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

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Solicitation Issue Date	Tuesday, November 2, 2021	https://www.phoenix.gov/procure click on the “solicitations” button
Pre-Offer Conference	2:00 P.M., Tuesday, November 9, 2021	



SECTION I - INSTRUCTIONS

CITY OF PHOENIX

		<p>Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/</p> <p>Join by meeting number Meeting number (access code): 2457 417 7999 Meeting password: MmKq8U2pNs6</p> <p>Tap to join from a mobile device (attendees only) +1-415-655-0001,,24574177999## US Toll</p> <p>Join by phone +1-415-655-0001 US Toll Global call-in numbers</p> <p>Join from a video system or application Dial 24574177999@cityofphoenix.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p>
Written Inquiries Due Date	2:00 P.M., Friday, November 12, 2021	Email to: <u>William.langbehn@phoenix.gov</u>
Offer Due Date	2:00 P.M., Thursday, November 18, 2021	<p><u>OPTION 1: EMAIL SUBMITTAL</u> <u>Procurement@phoenix.gov</u></p> <p>NOTE: For Option 1, only an electronic copy is required (no paper copies). OR</p> <p><u>OPTION 2: IN PERSON/MAIL SUBMITTAL</u> City of Phoenix Finance Department, Procurement Division. 251 W. Washington St., 8th Floor Phoenix, AZ 85003</p> <p>NOTE: Access to City buildings is by appointment only. Please email Sabrina Messenger at <u>Sabrina.Messenger@phoenix.gov</u> and copy <u>William.langbehn@phoenix.gov</u> to schedule an appointment to submit an offer in person, by or before the Offer Due Date and time.</p>



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

4. PREPARATION OF OFFER:

4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

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

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

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

4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

4.4.4. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.



- 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. 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, Finance Department, Purchasing Division, 200 W. Washington St., 9th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

6. EXCEPTIONS:

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

7. INQUIRIES:

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

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

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



8. ADDENDA:

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

9. BUSINESS IN ARIZONA:

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

10. LICENSES:

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

11. CERTIFICATION:

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

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

12. SUBMISSION OF OFFER:

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

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

- 12.1. Offeror's Name
- 12.2. Offeror's Address (as shown on the Certification Page)
- 12.3. Solicitation Number
- 12.4. Solicitation Title
- 12.5. Offer Opening Date



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

13. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

14. OFFER RESULTS:

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

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

15. AWARD OF CONTRACT:

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

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

15.2.1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,

15.2.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

15.2.3. Safety record, including complaints or investigations; and,

15.2.4. Offeror history of complaints, and termination for convenience or cause, litigation, or lawsuits.

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



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

16. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

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

17. SOLICITATION TRANSPARENCY POLICY:

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

17.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

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



- 17.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 17.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 17.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.
18. **PROTEST PROCESS:**
- 18.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 18.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.



- 18.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 18.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 18.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 18.5.1. Identification of the solicitation number;
 - 18.5.2. The name, address, and telephone number of the protester;
 - 18.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 18.5.4. The form of relief requested; and
 - 18.5.5. The signature of the protester or its authorized representative.
- 18.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.
19. **PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer



will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

20. **LATE OFFERS:** Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.
21. **RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.
22. **SITE INSPECTION:** Offeror agrees that submission of an offer indicates that the Offeror either; 1. Made a site inspection and is aware of all conditions that may affect performance and offer prices; or 2. Did not make a site inspection, but regardless is either aware of all conditions that may affect performance and offer prices or accepts the risk and understands the scope of its binding Offer.
23. **CONTRACT AWARD:** The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple awards.
24. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
 - 24.1. Offers will be reviewed for documentation of any required qualifications, and completeness and compliance with the solicitation requirements. The



City reserves sole discretion to determine responsiveness and responsibility.

24.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

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

25. EQUAL LOW OFFER:

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



SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
- May:** Indicates something that is not mandatory but permissible.

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

- "A.R.S."** Arizona Revised Statute
- "Buyer" or "Procurement Officer"** City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "City"** The City of Phoenix
- "Contractor"** The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract" or "Agreement"** The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Days"** Means calendar days unless otherwise specified.



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“Deputy Finance Director”

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

“Employer”

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

“Offer”

Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror”

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

“Solicitation”

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

“Suppliers”

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

“Vendor or Seller”

A seller of goods or services.



2. CONTRACT INTERPRETATION:

- 2.1. APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- 2.2.1. Special terms and conditions
 - 2.2.2. Standard terms and conditions
 - 2.2.3. Amendments
 - 2.2.4. Statement or scope of work
 - 2.2.5. Specifications
 - 2.2.6. Attachments
 - 2.2.7. Exhibits
 - 2.2.8. Instructions to Contractors
 - 2.2.9. Other documents referenced or included in the Solicitation
- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.



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

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

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

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.



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

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of



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this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

3.3.2 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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

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

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

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

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

At the request of City Representatives, the Contractor will provide the City:



- 3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

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

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

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

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



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

4. COSTS AND PAYMENTS:

4.1 GENERAL: Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.4 DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5 NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

4.6 FUND APPROPRIATION CONTINGENCY: The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.



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- 4.7 **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
5. **CONTRACT CHANGES:**
- 5.1. **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- 5.2. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 5.3. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.
6. **RISK OF LOSS AND LIABILITY:**
- 6.1. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.



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6.2. ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

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

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

6.4. LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5. CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.



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

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

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

7. CITY'S CONTRACTUAL RIGHTS:

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



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

7.6. COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

7.7. COST JUSTIFICATION: In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the



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payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES: In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter



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pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

- 10. TAX INDEMNIFICATION:** Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.
- 11. TAX RESPONSIBILITY QUALIFICATION:** Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.
- 12. NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



SECTION III – SPECIAL TERMS AND CONDITIONS

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1. **FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, at various City facilities unloaded and installed.
2. **PRICE:** All prices submitted shall be firm and fixed for the initial term of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Assistant Finance Director or Department Director.

DISCOUNTS FROM PUBLISHED CATALOGS/PRICE LISTS: (copied from submittal) Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 30 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

- 2.1. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.
- 2.2. Offers will be submitted based on a discount from a manufacturer's Published Price List or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.
- 2.3. Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of 2 years after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change,



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as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One (1) copy of revised price list will be required.

- 2.4** All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.
- 3. METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
- 4. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
- City purchase order number or shopping cart number
 - Items listed individually by the written description and part number.
 - Unit price, extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Applicable tax
 - Invoice number and date.
 - Delivery address.
 - Payment terms.
 - FOB terms.
 - Remit to address
 - Full Name of requestor
 - Work order number
 - Project name/location
- 5. METHOD OF PAYMENT:** Contractor will be paid on a monthly basis in arrears.
- 6. PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.



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7. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If Contractor's legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
8. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,
9. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.
10. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
11. **HOURS OF WORK:** All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.
12. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
13. **PERFORMANCE INTERFERENCE:** Contractor shall notify the City's requesting Department contact immediately of any occurrence and/or condition that interferes



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with the full performance of the contract and confirm it in writing within 24 hours.

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

A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

15. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
16. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
17. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
18. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
19. **DELIVERY/SERVICE TICKET:** Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:
- Date
 - City purchase order number
 - Written description of services which were provided
 - Itemized list of materials which were delivered, including quantity
 - A unique identification number and Contractor name



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- Full name and legible signature of City employee who accepted for the materials/services

20. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

21. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$500.00. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

22. **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 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” if 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 items and shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if the basic unit meets the general intent of these specifications.



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The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

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

- 23. INSPECTION AND ACCEPTANCE:** Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.
- 24. INVENTORY LEVELS:** Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.
- 25. MANUALS:** All complete operating manuals and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all specifications and mechanical troubleshooting in paper and electronic media.
- 26. NEW EQUIPMENT:** All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.
- 27. PRODUCT DISCONTINUANCE:** The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

 - A formal announcement from the manufacturer that the product or model has



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been discontinued.

- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Assistant Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

28. **REPAIR AND REPLACEMENT PARTS GUARANTEE:** Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.
29. **REPLACEMENT PARTS AVAILABILITY:** A response to this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.
30. **START-UP SUPPLIES:** All necessary supplies for initial operation shall be provided with the equipment at the time of installation by the Contractor at no additional cost to the City.
31. **SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or



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patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words “or equal”. The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

32. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

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

34. **FINAL INSPECTION AND APPROVAL:** The Contractor will request the City’s project manager to conduct a site inspection after the project is complete. City’s project manager will prepare a “punch-list” during the inspection and will forward a copy to the Contractor.

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

35. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference will be held by the City’s project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

36. **SERVICE LOCATIONS:** To minimize the City’s transportation and handling costs, the Contractor’s location(s) will be a factor in the City’s award decision.



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37. **SPECIFICATIONS:** The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

38. **TELEPHONE USE:** Contractor shall be allowed job-related use of City telephone service at no cost to the Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

Personal cell phone use by contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and onsite employees.

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

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

41. **BACKGROUND SCREENING:**

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules,



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and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety, and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

- 41.1 Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.
- 41.2 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 41.3 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 41.4 Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- 41.5 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:



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- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key, or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation, or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge, and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

41.6 Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract



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Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

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

Unless otherwise provided for in the scope of work:

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

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

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

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

41.10 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



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a 30-day prior written notice to Contractor.

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

42. BACKGROUND SCREENING – MAXIMUM RISK:

42.1 The current risk level and background screening required is **MAXIMUM RISK**.

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

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
- City data centers, money rooms, high-valve equipment rooms; or
- unescorted access to private residences; or
- access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

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

42.4 Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

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



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- submitting pass/fail results to the City for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be



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proposed to perform work under other city contracts or engagements without city's prior written approval.

The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the requesting Department at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by requesting Department. A designated requesting Department representative will conduct the security check.

The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation).
- Any outstanding warrants (including traffic and parking violations).
- A person currently on parole or probation.
- A person currently involved in an investigation.

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

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

Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely. Additionally, Contractor/Consultant will follow industry recognized security frameworks as part of their security program covering infrastructure, applications, operations, policy



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and procedure. This can include ISO/IEC 27001, Nist Cyber Security Framework or SP 800-53.

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.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

- 43. SECURITY INQUIRIES:** Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
 - act on newly acquired information whether or not such information should have been previously discovered;
 - unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
 - object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.
- 46. HANDLING OF PHOTOGRAPHS**
- The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment



plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

**47. AVIATION SECURITY PROCEDURES
CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND
SCREENING:**

Contract Worker Background Screening

Contractor agrees that all contract workers and subcontractors (Contract Workers) that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (Background Screening). Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Contract 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 Contract.

47.1. Background Screening Requirements and Criteria

Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) § 41-4401. Contractor further agrees that it will conduct a background check for real identity and legal name on all Contract Workers prior to proposing the Contract Worker to the City.

47.2. Additional City Rights Regarding Security Inquiries

In addition to the foregoing, the City reserves the right, but not the obligation, to:

47.2.1. Have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;

47.2.2. Act on newly acquired information, whether or not such information should have been previously discovered;

47.2.3. Unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and



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47.2.4. Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.

47.3. Contractor Certification

By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate and current. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under any other City contract or engagement without the City's prior written approval.

47.4. 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 Contract, including supervision and oversight services.

47.5. Materiality of Background Screening Requirements; Indemnity

The Background Screening requirements of this Section are material to the City's entry into this Contract 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 Contract, Contractor shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in Section II, 6.3) arising out of this Background Screening section including the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

47.6. Continuing Duty; Audit

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a 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.



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

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK ON AIRPORT PROPERTY WITHOUT THE CONTRACT WORKER'S RECEIPT OF A CITY-ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE AREAS OF THE AIRPORT TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS AIRPORT PROPERTY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

48.1. Badges

Upon notification from Contractor's authorized agent, the Contract Worker will proceed to the Badging Office for processing and issuance of a badge. The City will not process the badge until the Contract Worker satisfies the Background Screening requirements. The Contract Worker shall comply with all requirements and furnish all information requested by the Badging Office. All fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at <https://www.skyharbor.com/security/BadgingInformation>.

48.2. Key Access Procedures

If a Contract Worker's services require keyed access to enter a City facility, a separate key issue and return form must be completed and submitted to the City project manager by Contractor for each key issued.

48.3. Stolen or Lost Badges or Keys

Contractor shall immediately report lost or stolen badges or keys to the City. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

48.4. Return of Badges 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 after the Contract Worker's access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a Contract Worker's badge and all keys (1) upon the termination of the Contract Worker's employment, (2)



SECTION III – SPECIAL TERMS AND CONDITIONS

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when the Contract Worker's services are no longer required at a City facility (3), and upon termination, cancellation, or expiration of this Contract.

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

Contractor's default under this Section shall include the following:

- 48.5.1.A Contract Worker gains access to a City facility without the proper badge or key;
- 48.5.2.A Contract Worker uses another person's badge or key to gain access to a City facility;
- 48.5.3.A Contract Worker commences services under this Contract without the proper badge, key, or Background Screening;
- 48.5.4.A Contract Worker or Contractor submits false, incomplete, or misleading information or negligently submits incorrect information to the City to obtain a badge, key, or applicable Background Screening; or
- 48.5.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility, or upon the expiration, cancellation, or termination of this Contract. Contractor acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. 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, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City's actual damages in the event Contractor breaches this Section. The parties further agree that three (3) breaches of this Section by Contractor within a three-month period



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of time or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.

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**SECTION IV – INSURANCE AND
INDEMNIFICATION**

CITY OF PHOENIX

SECTION IV – INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

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

2. CONTRACTOR’S INSURANCE:

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

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.



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

2.1.1. Commercial General Liability – Occurrence Form

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

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

Policy must be endorsed to include coverage for “care, custody & control”.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.

Policy must not contain any restrictions of coverage for operations on or near airport premises.



SECTION IV – INSURANCE AND INDEMNIFICATION

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2.1.2. Automobile Liability

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

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

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

Policy must not contain any restrictions of coverage for operations on or near airport premises.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability:

Each Accident \$500,000

Disease – Each Employee \$500,000

Disease – Policy Limit \$500,000

· Policy must contain a waiver of subrogation against the City of Phoenix.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4 Crime Insurance (or Fidelity Bond)

Policy Limit (or bond amount): \$82,500



**SECTION IV – INSURANCE AND
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CITY OF PHOENIX

The policy or bond must include coverage for all directors, officers, agents, and employees of the Contractor.

The policy or bond must include coverage for third party fidelity, i.e. property of third parties that is held by the Insured in any capacity, or property for which the Contractor is legally liable.

The policy or bond must include but not be limited to coverage for theft of property located on the Contractor's premises.

The policy or bond must not contain a condition requiring an arrest and conviction.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to procurement@phoenix.gov or City of Phoenix, Finance / Procurement Division, 251 W. Washington St. 8th floor, Phoenix, AZ 85003.

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

2.4. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to procurement@phoenix.gov or City of Phoenix, Finance / Procurement Division, 251 W. Washington St. 8th floor, Phoenix, AZ 85003. The City



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

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

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



SECTION V - SCOPE OF WORK

CITY OF PHOENIX
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Phone: (602) 495-7274

SECTION V – SCOPE

1. PURPOSE

The purpose of this contract is to provide locksmith services and locking systems and parts to the City of Phoenix, including installation, upgrading, replacement or repair of its various types of lock systems. Work completed under the awarded contracts may include performing simultaneous projects and systems maintenance at multiple sites, with locations throughout the Phoenix Metropolitan area.

This contract supports the Phoenix Strategic Plan, under the study area of Infrastructure, specifically, Construct and Manage Public Facilities; "Provide safe, efficient, sustainable, cost-effective, well-maintained, and aesthetically pleasing public facilities for delivery of municipal services to residents and visitors; build, maintain, and manage capital assets to preserve long-term investment and ensure uninterrupted support services."

2. BACKGROUND

The City of Phoenix is responsible for maintaining its buildings and ensuring that they are secure for the public and internal staff who have access to them. As part of those efforts various departments within the City need to replace, upgrade, and provide preventative maintenance to their locking systems at their buildings. The performance of day-to-day operations, maintenance, or replacement of critical systems is essential to prevent liability to the building, its occupants, and systems. As such, the City requires that Contractor employ 'best practices' in carrying out its duties and obligations.

3. SERVICE DESCRIPTION: The Contractor shall provide locksmithing services and parts for the City of Phoenix that include installing and servicing electronic and digital locks, master key systems, and access control systems.

4. GENERAL REQUIREMENTS

The Contractor shall:

4.1 Maintain adequate staff who are qualified and have the proper knowledge and training to perform services identified in the scope of work and contain proper certifications and/or licenses to perform the work and deliver the services required.

4.1.1 The City has discretion to require staff to be replaced or take corrective action towards the Contractor, when there is reasonable cause by the City, for non-performance or unprofessionalism.

4.1.2 Subcontractors are prohibited to provide services under this contract.



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- 4.2 Provide services in a professional, business-like, and efficient manner providing the highest level of assistance, service, and courtesy to patrons of the facility.
- 4.3 Comply with the City's a drug-free workplace policy and maintain a workplace that is free from violence, threats of violence, or harassment of any type. The Contractor agrees that these policies will be enforced and communicated to all of their staff working at City facilities.
- 4.3.1 The City reserves the right to remove any contact worker from City facilities if such contract worker is in violation of these standards. Repeated violations may be cause for Contract cancellation.
- 4.4 Ensure its staff are required to display proper vehicle identification and uniform clothing. While working at a facility Contractor is responsible for the appearance of its workers. Workers must be neat and professional in their appearance. Apparel must be appropriate for the workplace. All staff shall wear and display a City badge when on City premises.
- 4.5 Comply with all related Occupational Safety and Health Administration's (OSHA) requirements in the performance of this Contract. The Contractor shall ensure that staff are properly trained in utilizing equipment per OSHA requirements.
- 4.6 Be responsible for all related professional training and/or education certification required for its workers to be able to complete the SOW.
- 4.7 Duration**
- 4.7.1 This work can occur at any time in a 24-hour day, any day of the week, year-round.
- 4.7.2 Contractor and City Representative may request to meet as often as necessary, to review expectations and accomplishments. This will provide the opportunity to review issues and take corrective measures, to assure quality work performance is met and deadlines are achieved.
- 4.7.3 Regular work hours shall be 7:00 a.m. until 6:00 p.m., Monday through Friday, City holidays excluded. Premium work hours shall be all other times, Saturdays, Sundays, and City holidays. Work done outside regular work hours must be approved by an authorized City Representative prior to commencement.



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4.8 Contractor is responsible for providing all supplies, tools, test equipment, and equipment transportation needed to provide all necessary services as described in this Scope of Work. Equipment includes, but is not limited to:

4.8.1 Batteries, Standard Hardware (fasteners, mounting hardware, etc.) Ladders, Scissor Lifts, Boom Lifts, and additional standard equipment, that conform to the standards generally recognized within the profession.

4.9 Rental equipment shall be invoiced at Contractor's invoiced price. No markup for any reason is allowed. Contractor must provide a copy of the rental invoice for reimbursement. Quote should be provided and approved by Department Requestor ahead of time.

5. SERVICE REQUIREMENTS

The Contractor Shall:

5.1 Be available and prepared to respond to service calls within the time frames described in each category (Emergency, Same Day, Routine, and Callback/Warranty). Contractor must maintain designated teams to handle all service-related calls and will be held to all of the performance standards as described in the Scope of Work.

5.1.1 Emergency – In the event of a complete loss of service on any or all exterior doors or other highly secured sites, the Contractor will respond by telephone to the City Representative within 30 minutes of receiving the initial Emergency Services request. On-site response (physical presence) will be required within 1 hour of the notification and repairs will be completed the same day of the initial notification, unless otherwise agreed upon by the City and the Contractor, by phone and in writing, at the time of notification. Contractor must notify City Representative immediately to make alternate arrangements. Such agreements will be followed up with supporting documentation. Contractor must be available and prepared to respond and perform services under this contract, 24 hours a day, 7 days a week, 365 days per year. Failure to respond and perform services within stated time parameters will require the Contractor to reimburse the City for all costs incurred to secure the facility.

5.1.2 Same Day – Dispatched and on-site within 4 hours and issues resolved on the same day. If evaluation determines the service required is unable to be completed, due to equipment and the type of repairs required, Contractor must notify City Representative, by phone and in writing, immediately, to make alternate arrangements.



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- 5.1.3 Routine – Contractor shall return City Representative's call or email on Routine Calls within twenty-four (24) hours. Contractor shall dispatch within forty-eight (48) hours. If evaluation determines the service required is unable to be completed due to equipment and the type of repairs required, Contractor must notify City Representative immediately to make alternate arrangements within 24 hours and completed within 1 week. Contractor shall notify the City Representative, by phone and in writing, if the repair will take longer than 1 week.
- 5.1.4 Callback/Warranty – If called back the same day on the same project, Contractor must respond on-site for the repair at no labor cost to the City. Callbacks must be responded to the same day. All communications shall be through the City Representative.
- 5.1.5 The City reserves the right to award the work to another Contractor if the work is time sensitive and Contractor cannot meet the deadline for starting or properly/timely completing the work/project within the City's required timeframe.

5.2 LOCKSMITH SERVICES ASSOCIATED WITH NEW CONSTRUCTION, SYSTEM UPGRADES AND ADDITIONS

- 5.2.1 Lock Integration - Contractor must provide the on-site and technical field expertise to support the integration of all key and lock components, final re-keying, and electronic programming of stand-alone electronic locking hardware/devices to ensure operations and functionality is seamless. Contractor must not deviate from City standards provided by City Representative (reference Exhibit A).

Contractor may be called upon to:

- 5.2.1.1 Coordinate with the City and General Contractor's schedule to complete work for a Certificate of Occupancy.
- 5.2.1.2 Develop detailed Cost Proposals working with the City and maintain City standards.
- 5.2.1.3 Coordinate work with site and project personnel to minimize any impact on day-to-day operations.
- 5.2.1.4 Provide project schedules and timelines.
- 5.2.2 Key System Integration – Contractor must provide the on-site technical and field expertise to support the integration of all key and locking hardware,



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components, and devices to ensure all related systems and sub-systems function seamlessly together. Contractor must not deviate from the City standards provided by the City Representative (reference Exhibit A) for the design, engineering, and installation of Master Keying Systems and Locking devices. Including but not limited to the following:

- 5.2.2.1 Sargent (Removable Core) Locking Systems.
- 5.2.2.2 Sargent Signature Series (Removable Cores) Locking Systems.
- 5.2.2.3 Manufacturer locking hardware such as Allegion Locking Systems which includes Von Duprin, Schlage, LCN and Ives.
- 5.2.2.4 Specification Sheets and Manuals for every installed device.
- 5.2.2.5 As built, including:
 - 5.2.2.5.1 Names of Technicians assigned to the Project.
 - 5.2.2.5.2 Line Prints / End to End.

5.3 LOCKSMITH SERVICES ASSOCIATED WITH MAINTENANCE & SERVICE

5.3.1 Basic locksmith services and repairs may be required when performing routine work assignments under this contract. Duties may include, but are not limited to the following:

- 5.3.1.1 Cutting keys by code to manufacturer specifications.
- 5.3.1.2 Key duplication.
- 5.3.1.3 Impressioning keys.
- 5.3.1.4 Installing, repairing and/or replacing locking mechanisms and door hardware:
 - Hinges.
 - Panic/Crash Bars.
 - Door Closers.
 - Cylindrical or mortise.
 - Keypads (mechanical and/or electronic).

6. PAYMENTS AND INVOICE

- 6.1 Work requested after normal business hours will be communicated via a telephone call to Contractor with a written Purchase Order or Shopping Cart issued the first business day following the request
- 6.2 An INSPECTION REPORT is required to be provided with all invoices. It must be detailed so the City Representative and the end user can understand what issues were found, circumstances leading up to the issue(s), how issue(s) was resolved,



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and all parts and labor involved to diagnose and complete the work according to Shopping Cart, Purchase Order, or Change Order. Invoices will not be paid until the City is satisfied that the inspection report is sufficient to explain invoice charges.

- 6.3 Labor rate will start upon arrival at the job site and end upon completion of work that day at the job site. The City will not accept charges for portal-to-portal rates or additional charges for service calls. The City shall not pay for standby time unless authorized by the City. The requesting City Representative must approve the use of multiple service people before the work is started. Labor shall be chargeable in 15-minute increments.

7. WARRANTIES

- 7.1 Contractor shall list on the invoice/service ticket the brand name and part/model number of all parts used and the quantity. All equipment supplied or installed under the Scope shall be approved and comply with manufacturer listing and approvals for intended applications, and all applicable codes and ordinances of Federal, State, and Local authorities having jurisdiction. A six (6) month warranty shall apply to all workmanship from the date of final acceptance of the project. Materials will adhere to all manufacturer's warranties. All equipment and parts must be new. Warranties are inclusive of all parts, labor, travel time, fuel and other miscellaneous costs to Contractor and shall be absorbed by Contractor.
- 7.2 Contractor shall list on the invoice/service ticket the brand name and part/model numbers of all parts used. All repairs (parts and labor) are to be warrantied for a minimum of six (6) months from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no cost to the City and will start a new six (6) month (parts and labor) warranty period starting from the date of "in-service" installation. Parts that carry a standard warranty that exceeds six (6) months shall be honored by the Contractor. All manufacturers' warranties greater than six (6) months shall be extended to the City.

8. SPECIAL REQUIREMENTS

8.1 Stock Parts

- 8.1.1 Contractor shall stock in their warehouse, or keep locally available via their suppliers and immediately available, the following STOCK PARTS:



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Item Number	Part Number	Quantity	Description
1	2860 11G04 LL x 26D	1	Sargent 11 line I/C storeroom lever
2	2860 11G05 LL x 26D	1	Sargent 11 line I/C entry lever
3	60 8205 LL x 26D	1	Sargent I/C Entry mortise lock
4	60-42-6300 x 26D	1	Sargent I/C mortise cylinder with Sargent cam
5	60-42-101 x 26D	1	Sargent I/C mortise cylinder with Adams Rite cam
6	60-42-113 x 26D	1	Sargent I/C mortise cylinder with Corbin/Russwin cam
7	60-42-106 x 26D	1	Sargent I/C mortise cylinder with Schlage cam
8	60-42-112 x 26D	1	Sargent I/C mortise cylinder with wide straight cam
9	60-34 x 26D	1	Sargent I/C rim cylinder
10	TA2714 4.5 x 4.5 NRP BB x 32D	1	McKinney Standard weight hinge 4.5 x 4.5 ball bearing with Non-removable pin
11	T4A3786 4.5 x 4.5 NRP BB x 32D	1	McKinney Heavy weight hinge 4.5 x 4.5 ball bearing with Non-removable pin
12	15-6400 "HF"	1	Sargent "HF" series I/C construction core
13	ND80JD RHO 626	1	Schlage ND I/C storeroom lever
14	ND53JD RHO 626	1	Schlage ND I/C entry lever
15	L9050 03B 626	1	Schlage L series entry mortise lock
16	L9080 03B 626	1	Schlage L series storeroom mortise lock
17	99L 36" x 26D	1	Von Duprin 3' rim exit device with 996L lever trim x 26D
18	LCN 4040XP PA x AL	1	LCN 4040 aluminum closer with regular arm & through bolt kit
19	5BB1 4.5 x 4.5 x 26D	1	Ives 4.5x4.5 standard weight hinge ball bearing non-removable pin x 26D
20	5BB1HW 4.5 x 4.5 x 26D	1	Ives 4.5x4.5 heavy weight hinge ball bearing non-removable pin x 26D
21	DL2800 I/C 26D-R	1	Trilogy 2800 series combination lock with Sargent I/C prep x 26D
22	Other items as requested by the City		E.g., various KwikSet, Schlage, CompX, Donjo, locksets etc.



SECTION VI – SUBMITTALS

1. COPIES:

1. **Submission In-Person by Appointment:** Per the requirements in Section I, Instructions, Item 3. Schedule of Events table - Please submit one (1) original, one (1) copy, and one (1) electronic copy (portable drive or CD) of the Submittal Section and all other required documentation as indicated in Item 2 below.
2. **Submission via Email (electronic):** Due to social distancing requirements, Offers may be emailed per the requirements in Section I, Instructions, Item 3. Schedule of Events table. Paper copies and an electronic copy (portable drive or CD) shall not be submitted if Offeror chooses to submit their offer via email.
3. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

2. OFFER SUBMITTAL FORMAT:

The written offer should be:

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

3. COSTS AND PAYMENTS:

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

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

Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase



in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. OFFER:

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty days' advance notice and are accompanied by written documentation of a manufacturer's offer increase. Offer adjustment requests shall be sent to: Purchasing Division, 200 W. Washington St., 9th Floor, Phoenix, Arizona 85003

5. CATALOGS AND PRICE LISTS:

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

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

5.2 DISCOUNT FROM PUBLISHED PRICE LISTS: Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period 1 year after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.



SECTION VI – Submittal

CITY OF PHOENIX

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to Procurement Officer.

One (1) copy of revised price list will be required

6. BID PRICE SCHEDULE:

LINE ITEM

Item	Quantity	Price
Sargent 11 line I/C storeroom lever	1	\$386.25
Sargent 11 line I/C entry lever	1	\$386.25
Sargent I/C mortise cylinder with Sargent cam	1	\$49.44
LCN 4040 aluminum closer with regular arm & through bolt kit	1	\$281.50
Locksmith	1 hour (regular rate)	\$99.00
Grand Total		\$1202.44

* This total will be used for bid evaluation. It must be populated using the pricing from the bid price schedule below.

LABOR RATES	Regular Rate (Hourly Rate)	Premium Rate (Hourly Rate)
Locksmith:	\$99.00	\$149.00
Safe Work:	\$119.00	\$169.00
Laborer:	\$99.00	\$149.00
Parts discount percentage	20%	20%
Emergency Fee Regular	\$149	



SECTION VI – Submittal

CITY OF PHOENIX

Emergency Fee Premium	\$224
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PRICE FOR PARTS USED DURING SERVICE

Manufacturer	Price List	Date of Issue	Discount %
SARGENT	(MSRP) List Pricing	11/9/2021	50%
MCKINNEY	(MSRP) List Pricing	11/9/2021	50%
ALLEGION	(MSRP) List Pricing	11/9/2021	50%
VON DUPRIN	(MSRP) List Pricing	11/9/2021	50%
IVES	(MSRP) List Pricing	11/9/2021	50%
TRILOGY	(MSRP) List Pricing	11/9/2021	50%
KWIKSET	(MSRP) List Pricing	11/9/2021	50%
SCHLAGE	(MSRP) List Pricing	11/9/2021	50%
COMPX	(MSRP) List Pricing	11/9/2021	50%
DONJO	(MSRP) List Pricing	11/9/2021	50%

Percentage discount will be considered for bid evaluation.

The below is a list of parts commonly used by the City of Phoenix. It is not a guarantee of purchase for the listed quantities.

Item #	Part Number	Estimated Quantity	City Cost / Each	Extended Cost
1	2860 11G04 LL x 26D	40	\$ 386.25	\$15450.00
2	2860 11G05 LL x 26D	64	\$ 386.25	\$24720.00
3	RX2860 10G71 LL x 26D x 24VDC	64	\$616.46	\$39453.44
4	60 8205 LL x 26D	52	\$548.48	\$28520.96
5	RX 60 8271 LL x 26D x 24VDC	40	\$605.64	\$24225.60
6	60 43 8813F ETL x 26D	40	\$ 1316.35	\$52654.00
7	60 43 55 56 8804F ETL x 26D x 24VDC	60	\$ Removed	\$Removed
8	60-42-6300 x 26D	56	\$ 89.50	\$5012.00
9	60-42-101 x 26D	92	\$ 49.44	\$4548.48
10	60-42-113 x 26D	44	\$ 49.44	\$2175.36
11	60-42-106 x 26D	52	\$ 49.44	\$2570.88
12	60-42-112 x 26D	60	\$ 49.44	\$2966.40



SECTION VI – Submittal

CITY OF PHOENIX

13	60-34 x 26D	328	\$49.44	\$16216.32
14	351 TB O EN	96	\$310.55	\$29812.80
15	TA2714 4.5 x 4.5 NRP BB x 32D	104	\$25.00	\$2600.00
16	T4A3786 4.5 x 4.5 NRP BB x 32D	36	\$41.00	\$1476.00
17	15-6400 "HF"	40	\$42.75	\$1710.00
18	ND80JD RHO 626	56	\$308.50	\$17276.00
19	ND53JD RHO 626	44	\$308.50	\$13574.00
20	L9050 03B 626	16	\$431.00	\$6896.00
21	L9080 03B 626	8	\$431.00	\$3448.00
22	99L 36" x 26D	52	\$1084.00	\$56368.00
23	RXEL 99L 36" x 26D	32	\$Removed	\$Removed
24	LCN 4040XP PA x AL	108	\$281.50	\$30402.00
25	5BB1 4.5 x 4.5 x 26D	68	\$6.80	\$462.40
26	5BB1HW 4.5 x 4.5 x 26D	32	\$19.75	\$632.00
27	DL2800 I/C 26D-R	92	\$558.50	\$51382.00

7. **WARRANTY:**

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

Contractor Anderson Lock & Safe
Address 6146 N 35th Ave #101
City, State and Zip Code Phoenix AZ 85017

8. **EMERGENCY 24-HOUR SERVICE CONTACT:**

Name On-Call Technician
Telephone Number 602-973-0343
Alternate Contact Michael Hanson
Telephone Number 480-789-2009

9. **PLACE OF BUSINESS:**

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

940 S Alma School #112, Chandler AZ 85224



SECTION VI – Submittal

CITY OF PHOENIX

201 E 4th Street Casa Grande AZ 85122

6146 N 35th Ave #101 Phoenix AZ 85017

10. **CONTRACTOR LICENSING REQUIREMENTS:**

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

Licensed Contractor's Name Anderson Lock & Safe

Class Low Voltage Comm. Systems, Locksmithing

License Number (293466) ROC CR-67, (227969) ROC CR-5

Expiration Date 7/31/2022, 11/30/2022

11. **REFERENCES:**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for: Locksmith. To remove any possibility of conflict of interest, references should not be current City of Phoenix employees.

Company Name JP Morgan Chase

Address 1820 E Skyharbor Circle S, Phoenix AZ 85034

Reference Customer

Telephone Number 602-627-8544

Email address Scott.allen.young@jpmchase.com

Company Name Goodwill of Central/Northern Arizona

Address 2626 W Beryl Ave, Phoenix AZ 85021



SECTION VI – Submittal

CITY OF PHOENIX

Reference Customer

Telephone Number 602-341-4534

Email address Christian.vargas@goodwillaz.com

Company Name Albertsons Companies RFSC

Address 20427 N 27th Ave. Phoenix AZ 85027

Reference Customer

Telephone Number 480-52-0254

Email address Nicholas.kesselhon@albertsons.com

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

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

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

Authorized Official:

Title of Authorized Official:

Owner

Date:

11/9/2021



SECTION VI – Submittal

CITY OF PHOENIX

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 156029-0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffery J. Barton, City Manager

Director or delegate, Department
T.J. Martin
Assistant Finance Director



Attest:

City Clerk

this 24th day of March 2022

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



SECTION VI - Submittal

CITY OF PHOENIX

OFFER

201 E 4th Street

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 a solicitation.

Arizona Sales Tax No.	21305514
Use Tax No. for Out-of State Suppliers	n/a
City of Phoenix Sales Tax No.	017 Tax Code
Arizona Corporation Commission File No.	1943850

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

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

VN3047890

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


Authorized Signature

11/9/2021
Date

Michael Hanson, Owner
Printed Name and Title
(LLC, Inc., Sole Proprietor)

(Member, Manager, President)

Address	6146 N 35th Ave #101
City, State and Zip Code	Phoenix AZ 85017
Telephone Number	602-973-0343
Company's Fax Number	602-589-0104
Company's Toll Free #	602 -973-0343
Email Address	michael@andersonlockandsafe.com



SECTION VI – Submittal

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

Michael	W	Hanson	
First	MI	Last	Suffix

2. Contract Information

Solicitation # or Name: IFB 22-044

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

Bird & Bug Ventures LLC dba Anderson Lock & Safe
Michael Hanson, Owner

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

n/a

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

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

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

n/a



7. Disclosure of Conflict of Interest

A. City Code Section 43-34

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

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

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

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

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

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



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

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

8. Acknowledgements

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

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

B.Fraud Prevention and Reporting Policy



SECTION VI – Submittal

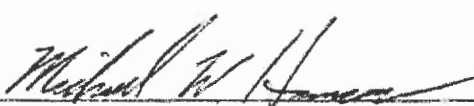
CITY OF PHOENIX

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Michael Hanson	Owner
PRINT NAME	TITLE
	11/9/2021
SIGNATURE	DATE
Bird & Bug Ventures LLC dba Anderson Lock & Safe ✓	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	



SECTION VII - EXHIBITS

**EXHIBIT A – CITY OF PHOENIX SPECIFICATION GUIDE
FOR LOCKSMITH SERVICES HARDWARE**

SECTION 08 71 00 - DOOR HARDWARE-CITY OF PHOENIX SPECIFICATION GUIDE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Masterformat Architectural Standard General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Commercial door hardware for the following:

- a. Swinging doors
- b. Non-fire-rated sliding doors
- c. Non-fire-rated folding doors
- d. Other doors to the extent indicated
- e. City of Phoenix building standards for door locks, key cylinders, finish hardware and accessories for doors

- 2. Cylinders for doors are specified in later sections of this document.

- B. Related Sections include the following:

- 1. Division 08 11 13 Section "Hollow Metal Doors and Frames"
- 2. Division 08 11 16 Section "Aluminum Frames"
- 3. Division 08 14 16 Section "Flush Wood Doors"
- 4. Division 08 Section "All-Glass Entrances and Storefronts" for entrance door hardware, **except** cylinders
- 5. Division 10 Section "Wire Mesh Partitions" for hardware for doors in wire mesh partitions, **except** cylinders
- 6. Division 06 10 00 "Rough Carpentry"

- C. Product coordination, purchasing, delivering, and scheduling remain requirements of this Section. Products furnished, but not installed, under this Section include the following:



SECTION VII – EXHIBITS

CITY OF PHOENIX

1. Permanent lock cores and keys to be keyed and installed by Department Locksmith Representative. Construction locks, cores and keys to be provided by Contractor.

1.3 GENERAL REQUIREMENTS

- A. Contact the Department Locksmith Representative to verify that hardware schedule meets City of Phoenix building standards before ordering any materials for projects. Any hardware exceptions to this outlined material can only be granted through Department Locksmith Representative. Consult a City of Phoenix Locksmith for exceptions.
- B. In the event that an alarm is triggered when Contractor is performing work at a City facility, their first call should be to Central Monitoring System (CMS) (602) 534-8000. The second call should be to the Department Locksmith Representative who requested the work.
- C. Contact information:

Public Works Department Lock Shop: 602-495-5890 and 602-534-8676

Central Monitoring System (CMS): 602-534-8000
- D. Provide items, articles, materials in quantities as required to complete project. Provide hardware that functions properly. Prior to furnishing hardware, advise Department Locksmith Representative of items that will not operate properly, are improper for conditions, or will not remain permanently anchored.
- E. Include screws, special screws, bolts, special bolts, expansion shields, and other devices for proper application of hardware.
- F. All hardware must be Grade 1 commercial rated. All hardware must be US26D or US32D in color or as scheduled. All locking hardware must be mounted between 36" and 44" from the ground. Key lock cylinders located at the bottom of the door is not acceptable. All locking hardware, electrical or mechanical, must accept Sargent six-pin removable interchangeable lock cylinder cores. For all extreme element locations, use non-ferrous hardware.
- G. Exit devices that utilize vertical rods are not acceptable. Double doors are to use mullions, either permanent or removable style with key lock. Simplex lock sets and most Adams Rite hardware is not acceptable City of Phoenix hardware. Consult the Department Locksmith Representative for exceptions to use these products.

**ADDENDUM 1**

Solicitation Number: IFB 22-044 Addendum 1 Page 2 of 2

Solicitation Due Date: Thursday, November 18, 2021 by 2:00 p.m. AZ Time

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

5	RX 60 8271 LL x 26D x 24VDC	40	\$	\$
6	60 43 8813F ETL x 26D	40	\$	\$
7	60-42-6300 x 26D	56	\$	\$
8	60-42-101 x 26D	92	\$	\$
9	60-42-113 x 26D	44	\$	\$
10	60-42-106 x 26D	52	\$	\$
11	60-42-112 x 26D	60	\$	\$
12	60-34 x 26D	328	\$	\$
13	351 TB O EN	96	\$	\$
14	TA2714 4.5 x 4.5 NRP BB x 32D	104	\$	\$
15	T4A3786 4.5 x 4.5 NRP BB x 32D	36	\$	\$
16	15-6400 "HF"	40	\$	\$
17	ND80JD RHO 626	56	\$	\$
18	ND53JD RHO 626	44	\$	\$
19	L9050 03B 626	16	\$	\$
20	L9080 03B 626	8	\$	\$
21	99L 36" x 26D	52	\$	\$
22	LCN 4040XP PA x AL	108	\$	\$
23	5BB1 4.5 x 4.5 x 26D	68	\$	\$
24	5BB1HW 4.5 x 4.5 x 26D	32	\$	\$
25	DL2800 I/C 26D-R	92	\$	\$

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: Anderson Lock & SafeAddress: 6146 N 35th Ave #101 Phoenix AZ 85017Authorized Signature: Print Name and Title: Michael Hanson, Owner



Prepared RFP for IFB 22-044 – Locksmith Services



City of Phoenix

Nov 17, 2021

Introduction

We are pleased to submit this quote for the City of Phoenix Solicitation IBF 22-044 for Locksmith Services. Anderson Lock & Safe is Arizona's largest locksmith and operates throughout the state, headquartered in Phoenix, AZ.

About Us

Anderson Lock & Safe was founded in 1966 in Phoenix, AZ. We've since grown and earned the business securing thousands of businesses, schools, government buildings, banks and homes within the state of Arizona. We offer unparalleled customer service, with honesty, respect, and dependability that you can trust. With 20 vehicles running every day throughout the valley, we know how important your needs are, and are able to offer same day or emergency service, anytime, anywhere, 24/7/365.

Contacts:

- Scheduling/Service
 - Carol Carlos, Ashton Pfeiffer, Kim Lewis, Steve Wilson
 - service@andersonlockandsafe.com
 - 602-973-0343
 - FAX: 602-589-0104
 - Accounting – Accounts Receivable
 - Jo Stockton and Nicole Beebe, accountants
 - billing@andersonlockandsafe.com
 - 602-973-0343, ask for accounting
 - Customer Service
 - Heather Mullens, Administrator
 - heather@andersonlockandsafe.com
 - 602-973-0343, ask for Heather
 - Technical Issues
 - Jerry Storaska, Lead Estimator
 - jerry@andersonlockandsafe.com
 - 602-973-0343, ask for Jerry
 - After Hours Service
 - 602-973-0343, press 1 for emergency after hours service
 - Ownership
 - Michael Hanson, owner
 - michael@andersonlockandsafe.com
 - 602-973-0343, ask for Michael
-

Locations:

- Phoenix
 - 6146 N 35th Ave, Suite 101, Phoenix, AZ 85017
 - 602-973-0343
 - 8:00 am – 5:00 pm Monday through Friday
 - Services include:
 - Shop services
 - Rekeying
 - Locksmithing
 - Automotive
 - Safe Work
 - Showroom for safes, locks, keys, and others

 - Chandler
 - 940 N Alma School Rd, Suite 112, Chandler, AZ 85224
 - 480-435-6700
 - 8:00 am – 5:00 pm Monday through Friday
 - Services include:
 - Shop services
 - Rekeying
 - Locksmithing
 - Automotive
 - Safe Work
 - Showroom for safes, locks, keys, and others

 - Casa Grande
 - 201 E 4th Street, Casa Grande, AZ 85122
 - 520-836-7662
 - 8:00 am – 4:00 pm Monday through Friday
 - Services include:
 - Shop services
 - Rekeying
 - Locksmithing
 - Automotive
 - Showroom for safes, locks, keys, and others
-

Licensing:

Arizona Registrar of Contractors License for Locksmithing and Low Voltage Systems.

BUSINESS	NAME AND TITLE	LICENSE NO	CLASS	QUALIFYING PARTY	STATUS
		<u>277389</u>	CR-6 As Restricted by the Registrar	Alan Norman Anderson	Active
Anderson Lock & Safe LLC	Scott Douglas Anderson (Member)	<u>251466</u>	CR-67 Low Voltage Communication Systems	Michael W. Hanson	Active

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIRD & BUG VENTURES, LLC dba ANDERSON LOCK & SAFE**

EXHIBIT B
Scope of Work

PROJECT

The contractor will provide locksmith services to include certain types of installations, re-keys, and specific repair work and maintenance at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIRD & BUG VENTURES, LLC dba ANDERSON LOCK & SAFE**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$20,000 annually or \$100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the City of Phoenix Contract No. 156029-0, for locksmith services to include certain types of installations, re-keys, and specific repair work and maintenance at City of Glendale facilities on an as-needed basis.