CITY OF PHOENIX

AVIATION DEPARTMENT

INVITATION FOR BID
AVN IFB 18-012
Preventative Maintenance and Repair Services for ADB Safegate Airfield Lighting Controls & Monitoring Systems (ALCMS)
Requirements Contract

Ivy Silva
Procurement Officer
2485 East Buckeye Road
Phoenix, AZ 85034
Phone: (602) 273-3400
ivy.silva@phoenix.gov
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INSTRUCTIONS</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>STANDARD TERMS AND CONDITIONS</td>
<td>16</td>
</tr>
<tr>
<td>3</td>
<td>SPECIAL TERMS AND CONDITIONS</td>
<td>31</td>
</tr>
<tr>
<td>4</td>
<td>INSURANCE AND INDEMNIFICATION</td>
<td>41</td>
</tr>
<tr>
<td>5</td>
<td>SCOPE</td>
<td>44</td>
</tr>
<tr>
<td>6</td>
<td>SUBMITTALS</td>
<td>49</td>
</tr>
</tbody>
</table>
Please read before continuing to the offer document.

**SOLICITATION RESPONSE CHECK LIST**

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

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

The City of Phoenix invites sealed offers for basic and advance level of preventative maintenance and repair services for ADB Safegate Airfield Lighting Controls and Monitoring Systems (ALCMS) at Phoenix Sky Harbor International Airport (PHX), Deer Valley Airport and Goodyear Airport (collectively “Airports”) for a five (5)-year period. The contract shall commence on or about February 1, 2018, in accordance with the specifications and provisions contained herein.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions exercised as set forth above;
- payment of the maximum authorized compensation under this Agreement; or
- termination pursuant to the provisions of this Agreement.

1. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s eProcurement Self-Registration System at https://www.phoenix.gov/financesite/Pages/EProc-help.aspx in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

2. SCHEDULE OF EVENTS:

<table>
<thead>
<tr>
<th>ACTIVITY (All times are “local Phoenix time”)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Issue Date</td>
<td>December 1, 2017</td>
</tr>
<tr>
<td>Pre-Offer Conference</td>
<td>N/A</td>
</tr>
<tr>
<td>Question Deadline: Submit Written questions by 2:00 p.m.</td>
<td>December 7, 2017</td>
</tr>
<tr>
<td>Answer Deadline: Answers to Written Inquiries</td>
<td>December 13, 2017</td>
</tr>
<tr>
<td>Solicitation Deadline: Offer Due by 11:00 a.m.</td>
<td>December 19, 2017</td>
</tr>
<tr>
<td>City Council Approval</td>
<td>January 2018</td>
</tr>
</tbody>
</table>
Bid Submittal Location: City of Phoenix Aviation Department Office
Contracts and Services Division
2485 East Buckeye Road
Phoenix, Arizona 85034

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.

3. MINIMUM QUALIFICATIONS:

3.1. EXPERIENCE: Offeror must be certified and active in the business for a minimum of ten (10) years’ experience in providing preventative maintenance and repair of airfield lighting controls and monitoring systems (ALCMS). The Offeror’s normal business activity during the consecutive ten (10) years will have been for providing the services outlined in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

3.2. SERVICE REPRESENTATIVE EXPERIENCE: Offeror must assign a service representative who will be the Airports’ primary contact under this contract. Offeror’s assigned service representative must have a minimum of five (5) years working with airfield lighting controls and monitoring systems.

3.2.1 A resume (not to exceed two (2) pages) of the assigned service representative must be submitted with the bid submittal. If the proposed service representative does not meet the minimum qualifications, the offer will be disqualified as non-responsive.

3.2.2 Offeror’s assigned service representative may not be changed during the course of the solicitation process, including the time up to contract award. After contract award, the assigned service representative may only be changed with the ADR’s approval. A resume of the proposed replacement service representative must be submitted to the ADR for prior approval.

3.3. CERTIFICATION: At the time of the offer, the Offeror must submit a copy of certification per Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5345-56 most current revision to develop and maintain an L-890 airfield lighting control and monitoring system(ALCMS), to show that the Offeror
possesses the FAA required certification. This certification is listed in AC 150/5345-53D addendum. The certification must be maintained for the life of the contract.

4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from https://www.phoenix.gov/solicitations. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Aviation Department, Contracts & Services Division, 2485 East Buckeye Road, Phoenix, AZ 85034. It is the Offeror’s responsibility to check the website and verify all required information is submitted with their offer.

5. **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.

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

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 the closing date and time for the submission of offers. 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 in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

9. **BUSINESS IN ARIZONA**: The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

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, 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:

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

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.
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 will 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://www.phoenix.gov/solicitations within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

15.1. EXPERIENCE: Offeror must be certified and active in the business for a minimum of ten (10) years’ experience in providing preventative maintenance and repair of airfield lighting controls and monitoring systems (ALCMS). The Offeror’s normal business activity during the consecutive ten (10) years will have been for providing the services outlined in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

15.2. SERVICE REPRESENTATIVE EXPERIENCE: Offeror must assign a service representative who will be the Airports’ primary contact under this contract. Offeror’s assigned service representative must have a minimum of five (5) years working with airfield lighting controls and monitoring systems.

15.2.1. A resume (not to exceed two (2) pages) of the assigned service representative must be submitted with the bid submittal. If the proposed service representative does not meet the minimum qualifications, the offer will be disqualified as non-responsive.

15.2.2. Offeror’s assigned service representative may not be changed during the course of the solicitation process, including the time up to contract award. After contract award, the assigned service
representative may only be changed with the ADR’s approval. A resume of the proposed replacement service representative must be submitted to the ADR for prior approval.

15.3. **CERTIFICATION:** At the time of the offer, the Offeror must submit a copy of certification per Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5345-56 most current revision to develop and maintain an L-890 airfield lighting control and monitoring system (ALCMS), to show that the Offeror possesses the FAA required certification. This certification is listed in AC 150/5345-53D addendum. The certification must be maintained for the life of the contract.

15.4. Upon notification of an award the Offeror will have 30 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. **AWARD OF CONTRACT:** Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible Offeror(s), based on the lowest grand total price of “Basic Level Preventative Maintenance” plus “Advance Level Preventative Maintenance cost”.

16.1. Factors that will be considered by the City include:
- Satisfactory meeting the minimum qualification of this solicitation.
- Assigned service representative qualification.
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of performance and termination for convenience or cause.

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

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

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. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the procurement officer.

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. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE
DISQUALIFIED.** After official Notice is received by the City for disqualification,
the Proposer may follow the Protest process, unless the Solicitation is
cancelled without notice of intent to re-issue.

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

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 to award the
contract(s) to a particular Offeror on the City’s website. Offeror must submit
award protests within seven days after the posting of the award
recommendation, 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:
   • Identification of the solicitation number;
   • The name, address and telephone number of the protester;
   • A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
   • The form of relief requested; and
   • The signature of the protester or its authorized representative.

18.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 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 a late Offer.

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: Offerors should visit the site and familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and submittal prices. Please contact the procurement officer listed on the front page to arrange for a site inspection. A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices.

23. CONTRACT AWARD: The City reserves the right to award a contract based on the lowest grand total price of “Basic Level Preventative Maintenance” plus “Advance Level Preventative Maintenance cost or any other combination most advantageous to the City. The City reserves the right to multiple award.

24. 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.
25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY: Offers will be reviewed for documentation of minimum qualifications, completeness and compliance with the solicitation requirements, the City reserves sole discretion to determine responsiveness and responsibility.

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

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

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May  Indicates something that is not mandatory but permissible.

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

“A.R.S.”  Arizona Revised Statute

“Procurement Officer”  City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.

“City”  The City of Phoenix

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

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

“Days”  Means calendar days unless otherwise specified.

“Deputy Finance Director” or “Department Director”  The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

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

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

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

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

“Vendor” or “Seller” A seller of goods or services.

2. CONTRACT INTERPRETATION:

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

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

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

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

2.4. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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

3. CONTRACT ADMINISTRATION AND OPERATION:
   3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

   3.2. CONFIDENTIALITY AND DATA SECURITY:
   3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.
   3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.
   3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.
   3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.
   3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.6. **LICENSES AND PERMITS**: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

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

3.8. **EXCLUSIVE POSSESSION**: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

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

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

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

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

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

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

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

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

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

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

3.15. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. **COSTS AND PAYMENTS:**

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

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

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

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

4.5. NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

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

4.7. MAXIMUM PRICES: The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.

5.2. ASSIGNMENT – DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

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

6. RISK OF LOSS AND LIABILITY:

6.1. TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

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

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

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

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

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

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

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

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

7. **CITY’S CONTRACTUAL RIGHTS:**

7.1. **RIGHT OF ASSURANCE:** Whenever one party to this contract in good faith
has reason to question the other party's intent to perform, the former party
may demand that the other party give a written assurance of this intent to
perform. In the event that a demand is made and no written assurance is
given within five days, the demanding party may treat this failure as an
anticipatory repudiation of this contract.

7.2. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under
this Contract are non-exclusive.

7.3. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each
installment or lot of the agreement is dependent on every other installment
or lot and a delivery of non-conforming goods or a default of any nature under
one installment or lot will impair the value of the whole agreement and
constitutes a total breach of the agreement as a whole.

7.4. **ON TIME DELIVERY:** Because the City is providing services which involve
health, safety and welfare of the general public, delivery time is of the
essence. Delivery must be made in accordance with the delivery schedule
promised by the Contractor.

7.5. **DEFAULT:** In case of default by the Contractor, the City may, by written
notice, cancel this contract and repurchase from another source and may
recover the excess costs by (1) deduction from an unpaid balance due; (2)
collection against the Offer and/or performance bond, or (3) a combination
of the aforementioned remedies or other remedies as provided by law.
7.6. COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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

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

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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

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

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

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

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

10. TAX INDEMNIFICATION: Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11. TAX RESPONSIBILITY QUALIFICATION: Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor’s qualifications for and compliance with contract for duration of the term of contract.
SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB) DELIVERED**: Prices quoted for “Bench Work” in this contract will include one-way shipping cost, and be FOB destination and delivered to the following point(s):
   a. **Phoenix Sky Harbor International Airport**: 2515 East Buckeye Road, Phoenix, Arizona 85034.
   b. **Deer Valley Airport**: 702 West Deer Valley Road, Phoenix Arizona 85027.
   c. **Goodyear Airport**: 1658 South Litchfield Road, Goodyear, Arizona 85338.

2. **PRICE AND DISCOUNT**: All prices offered shall be firm and fixed for the term of the contract.

3. **METHOD OF ORDERING (PURCHASE ORDERS)**: Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department ADR. 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.
   - Invoice number and date.
   - Requesting department name and "ship-to" address.
   - Payment terms.
   - FOB terms.
   - Remit to address

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

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

7. **PROCUREMENT REPORTS**: Contractor will submit the quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. These reports are due by the...
fifth day of each month at the request of the ADR. Total purchases per work location, per type of service and commodity provided, or other category(ies) as advised by the ADR, must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.

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

9. **POST AWARD CONFERENCE** - A post award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

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

11. **PERFORMANCE INTERFERENCE** - Contractor will notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

   **Aviation Department Contact:**
   Ken McKinney, Electrical Aviation Supervisor III – Phone: (602) 273-2017

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

   All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public will be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City’s Department Contract will be consulted.
13. **HOURS OF WORK** - All work under this contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City’s Department Contact.

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

15. **SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating 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 with one that in, the opinion of the City of Phoenix, is equal.

16. **RECOVERED MATERIALS:** The Resource Conservation and Recovery Act (RCRA), section 6002, requires the Environmental Protection Agency (EPA) to designate items (“designated items”) that are or can be made with recovered materials. If the City uses at least a portion of federal funds to purchase over $10,000 worth of a designated item in a given year, the City must purchase the item containing the highest percentage of recovered materials practicable. Bidders can refer to the EPA’s Comprehensive Procurement Guide (CPG) for product specifications found at 40 CFR 247 or [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm).

17. **WARRANTY:** All work furnished or performed by the Contractor shall be guaranteed against defects in workmanship. Labor and workmanship shall be for a one (1) year period upon completion of repair or work performed and shall begin after acceptance by the ADR. If at any time during this period a defect occurs, the contractor shall repair as necessary with no cost to the City. Contractor shall correct defects and/or deficiencies at his own expense, within the agreeable time frame.

18. **SINGLE SOURCE FOR WARRANTY WORK:** Contractor shall be fully responsible for any and all warranty work. Contractor shall respond to requests for repairs within 24 hours after a verbal request by the City.
19. **TRAINING:** The Aviation Department Representative (ADR) or his designee may request onsite training relating the software and hardware any time during each maintenance and/or repair visit. Training content/topic and time will be determined by the ADR or designee.

20. **WAGE RATES:** Because the contract includes Federal funds, it has been mandated that all wages paid by the Contractor must equal or exceed the minimum wage requirements as stipulated by the applicable Federal agency. As such, contract prices must be based on the hourly rates as stated herein. In addition, the City is responsible for monitoring these wage rates to assure that the required minimum wage rates are in fact being paid by the Contractor. The required wage rate(s) is either specifically listed in the scope of this contract or included in an attachment and referenced in the scope.

21. **TELEPHONE USE:** The 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 on site employees.

22. **INSPECTION AND ACCEPTANCE:** Each service performed shall be subject to a complete inspection by the Aviation Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality and workmanship. Up to ten (10) business days will be allowed for this process. If the services performed are unacceptable prior to acceptance, an additional five (5) business days will be allowed for inspection when subsequent corrective actions are completed.

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

23.2. Documentation from the manufacturer that names the replacement product or model.

23.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

23.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

23.5. Documentation from the manufacturer confirming the price for the replacement item.

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

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

25. REPAIR AND REPLACEMENT PARTS GUARANTEE: Following the expiration of any express or implied warranty applicable to those parts, software, hardware and their supporting infrastructure 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 warrantee 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.

26. EMERGENCY TWENTY-FOUR HOUR SERVICE: The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

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

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

The City reserves the right to waive minor variation(s) if in the opinion of the ADR the basic unit meets the general intent of these specifications.

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

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

28. **MANUALS:** All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all vehicle barriers, security gates, gate operating systems, controls, bollards, and their supporting infrastructure specifications and mechanical troubleshooting in paper and electronic media.

29. **NEW PRODUCT AVAILABILITY:** The City intends to award contracts for specified products and/or models of equipment as a result of this solicitation. In the event that 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. The Contractor shall request permission to substitute a new product or model and provide the following:

29.1 A formal announcement from the manufacturer that the product or model has been discontinued.

29.2 Documentation from the manufacturer that names the replacement product or model.

29.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
29.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.

29.5 Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

30. **SPECIFICATIONS** - The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.

31. **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 delay, the amount of $500.00. Procurement Division may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. The Deputy Aviation Director or Department Director will be the sole judge in determining the liquidated damages.

32. **OSHA LAWS AND REGULATIONS:**

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

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

32.1.2. Notification procedures.

32.1.3. Response coordination procedures between Contractor and the City.

32.1.4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
32.1.5. Provide a description of the training provided to the Contractor employees.

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

32.2.1. Have a designated storage site for hazardous material, which includes secondary containment.

32.2.2. Provide signage approved by the City of Phoenix’s environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor’s on-site employees.

32.2.3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

32.3. Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:

**OSHA Guideline Compliance**

32.3.1. *Material Safety Data Sheets* – Contractor shall furnish to the City’s Aviation Department copies of Material Safety Data Sheets (MSDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s MSDS must be provided to the Downtown Facilities Division prior to the product being used in any facility.

The Materials Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

32.3.2. *Labeling of Hazardous Materials* – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
32.3.3. **Caution Signs** – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.

32.3.4. **OSHA Guidelines Blood Borne Pathogens** – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to City’s Aviation Department.

32.4. Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City’s Aviation Department, upon commencement of this Contract, and reviewed by the Aviation Department Safety Analyst for verification.

32.5. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

32.6. **MSDS Notebooks:** Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) MSDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor’s on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the MSDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product’s MSDS for review and approval.

32.7. **Non Hazardous Materials Labeling Specifications:** The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City’s environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

32.8. **Offsite Storage of Hazardous Materials:** The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.
32.9. Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City’s environmental representative. The Contractor shall also provide the City’s environmental representative with copies of all permits obtained from environmental regulatory agencies.

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

33. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor’s on-site employees.
SECTION IV – INSURANCE AND INDEMNIFICATION

INDEMNIFICATION:

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

INSURANCE REQUIREMENTS:

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

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
1. Commercial General Liability – Occurrence Form
   Policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract.
   • General Aggregate $5,000,000
   • Products – Completed Operations Aggregate $5,000,000
   • Personal and Advertising Injury $5,000,000
   • Each Occurrence $5,000,000

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

2. Worker’s Compensation and Employers’ Liability
   Workers’ Compensation Statutory
   Employers’ Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

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

   b. 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.

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

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

   2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to:
D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **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.

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

The **initial certificates** required by this Contract shall be sent directly to:

City of Phoenix, Aviation Department
Contracts and Services Division
2485 E. Buckeye Road
Phoenix, AZ 85034-4301

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

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

SECTION V – SCOPE

1. INTRODUCTION: The City of Phoenix, Aviation Department (“City”, “Aviation Department”, “Airport”) is a 24-hour a day / 7 days a week / 365 days a year operation and subject to Federal Aviation Administration (FAA) Advisory Circular 150/5345-56 most current revision requirement. The purpose and intent of this Invitation for Bid (IFB) is to establish a basic and advance level of preventative maintenance and repair service contract for ADB Safegate Airfield Lighting Controls and Monitoring Systems (ALCMS) for Phoenix Sky Harbor International Airport (Sky Harbor), Deer Valley Airport and Goodyear Airport (collectively “Airports”). The Aviation Department currently has two systems at Sky Harbor and Deer Valley airports respectively. An additional ALCMS will be added at Goodyear airport during the term of this contract.

FAA advisory circular 150/5345-56 most current revision requires that only the original manufacturer (OEM) certified vendor shall service, modify, update and upgrade the ADB Safegate ALCMS hardware and software.

2. AVIATION DEPARTMENT REPRESENTATIVE (ADR): The Aviation Department Representatives (ADR) for this contract will be Ken McKinney, (602) 273-2017, Electrical Aviation Supervisor III. The ADR or his designee will coordinate all work and will be the sole judge concerning acceptability and quality of work. The ADR or his designee will be consulted on any concerns and issues arising during the performance.

3. APPLICABLE LAWS AND STANDARDS: The Contractor must comply with:
   a. Federal Aviation Administration (FAA) Advisory Circular 150/5345-56 most current revision requirement.
   b. All City, State and Federal laws, building codes, accepted industry standards, and best workmanship practices in all tasks performed.
   c. Aviation Department guidelines as they pertain to insurance and security.

4. DEFINITIONS:
   4.1. Airports – Includes Phoenix Sky Harbor International Airport and surrounding airport properties, Deer Valley Airport and Goodyear Airport.
   4.2. Advanced Preventative Maintenance: is to be performed every two years beginning with the second year of the contract.
   4.3. ALCMS – Airfield Lighting Controls and Monitoring Systems.
   4.4. Basic Preventative Maintenance: is to be performed twice per year.
   4.5. Bench Work: means computer or components of ALCMS that require to be sent to OEM factory for repairs. The City will be responsible for shipping the components to the OEM factory. The Contractor is responsible for the costs related to the return of the components.
4.6. **FAA** - Federal Aviation Administration.

4.7. **OEM** – Original Equipment Manufacturer

5. **EQUIPMENT BY LOCATIONS:**
   5.1. Phoenix Sky Harbor International Airport:
        a. 11 computer terminals
        b. 68 regulators between the three (3) airfield lighting vaults, the control tower and various maintenance locations.

   5.2. Deer Valley Airport:
        a. 4 computer terminals
        b. 11 regulators

   5.3. Goodyear Airport: (The ALCMS is to be added at later stage)
        a. 4 computer terminals
        b. 11 regulators

6. **SCOPE OF SERVICES-PREVENTATIVE MAINTENANCE**

6.1 **Basic Level** – Preventative Maintenance to be performed twice per year and including following scopes:

| ✓ ALCMS Enclosure inspections and cleaning (fans/heating/cooling) | ✓ Full L-829 testing including Primary Power/Remote-Local Testing |
| ✓ Complete ALCMS software diagnostics and recommendations | ✓ Insulation Resistance (IRM) diagnostics and testing |
| ✓ UPS evaluation and testing | ✓ Database evaluation, repair and clean-up |
| ✓ ALCMS Computer testing and diagnostics | ✓ Distributed Control Equipment (ACE™) diagnostics and testing |
| ✓ Touchscreen inspection, cleaning and calibration | ✓ Network Hubs and switch inspection and diagnostics |
| ✓ Printer testing and maintenance | ✓ Spare parts inventory and recommendations |
6.2 **Advanced Level** – Preventative Maintenance to be performed every two years to including following scopes:

| ✓ Constant Current Regulator Output Tuning | ✓ CCR SCR Waveform recording and Analysis |
| ✓ CCR Capacitor Testing                     | ✓ ACE™ Firmware Updates                  |
| ✓ Calibration of circuit Lamps Out          | ✓ ALCMS Software Version Updates         |
| ✓ Predictive analysis of the ALCMS system and its components | ✓ Record CCR output Current, Voltage, VA and IRMS readings |
| ✓ Infrared Picture for CCR Hotspots         | ✓ Assisted parts replacement should material be available |

7. **GENERAL REQUIREMENTS:**

7.1. The Contractor shall be responsible to obtain all required permits, license and certification necessary to perform the work.

7.2. All repair work shall be performed by qualified service representative/technician and in the best workmanlike manner as known to the trade. All work will be inspected by the ADR prior to being returned to service.

7.3. Prior to the commencement of any trouble-shooting and/or repairs services being performed, the Contractor shall must submit an itemized cost estimate detailing necessary hours required for ADR review and approval. The Contractor must obtain an approval from the ADR prior to initiating any work. Repairs completed under this contract will be billed and paid per the quote that was approved by the ADR.

7.3.1. The ADR will provide the Contractor with a Purchase Order (PO) number. This is the approval for the Contractor to begin the repair or project.

7.3.2. At the completion of the trouble-shooting and/or repair service, the Contractor shall provide the ADR with a detailed invoice listing the actual hours worked. The invoice must also contain the contract number and the PO number. The failure to provide the documents as listed above will result in a delay in payment until the document is corrected.
7.4. The Contractor shall identify a 24-hour phone number for the primary and secondary contact personnel that will ensure response to meet the emergency needs of the Aviation Department. This shall be a qualified company representative able to respond within the required time.

7.5. **SERVICE COMPLETION:** All services shall be completed within the agreed upon duration by the ADR prior to the start of each service. The Contractor shall be responsible to obtain ADR’s approval should the completion schedule exceed the original approved duration by the ADR.

7.6. **RESPONSE TIME:**

7.6.1. **EMERGENCY SERVICE:** Upon initial notification by ADR, Contractor’s initial response shall be (via telephone or email) within 30 minutes. On-site response (physical presence) shall be within 3 days.

Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24-hour, 7 days per week and 365 days per year basis.

7.6.2. **NON-EMERGENCY SERVICE:** Upon initial notification by ADR, Contractor’s initial response shall be (via telephone or email) within one hour. Contractor shall coordinate with ADR for the repair or service schedule.

8. **SERVICE REQUIREMENTS:**

8.1. Provide manufacturer’s recommended preventative maintenance and repair service for all Airfield Lighting Control and Monitoring Systems (ALCMS) covered under this contract.

8.2. The service level required for the ALCMS are “Basic” and “Advanced” level of preventative maintenance services. The Basic level required the preventative maintenance to be performed on twice per year while the Advanced level must be performed every two years, starting from the second year of the contract commencement.

8.3. At the request of ADR, the Contractor is required for the unscheduled on-site visits to perform repair, modifications and upgrades to the ALCMS. These modifications shall include, but not be limited to, graphical changes, addition/deletion of circuits within the ALCMS, expansions to the overall ALCMS emergencies and any trouble-shooting as required by the ADR.
8.4. **Service Representative:** The assigned service representative may only be changed with the ADR's approval. The Contractor must submit a resume for the proposed replacement service representative to the ADR for prior approval.

8.5. During the scheduled maintenance service visit, if the service representative discovers any issue(s) with the ALCMS, the service representative must notify the ADR immediately and try to resolve them. The service representative must keep the ADR or designee updated until such issue is resolved.

8.6. Contractor is required to notify the ADR for any deteriorated equipment during the work assignment and include such information in the Project Completion Report upon completion of each visit.

9. **ADDITIONS, DELETIONS, OR REPLACEMENTS:** Aviation Department may add or delete equipment/locations. If equipment is added, the Contractor shall perform repairs or preventative maintenance service as requested. The ADR will advise the Contractor of such additions or deletions of any equipment/locations with 30 days’ notice. All fees shall be in accordance with the existing fees in effect.

10. **REPORTING:**

10.1. **Project Completion Report:** The Contractor must provide a Project Completion Report upon completion of each service/visit and submit to the ADR or designee for approval and acceptance prior to invoicing.

10.2. The Contractor must maintain a file documenting all work completed throughout the life of the contract. An electronic copy of this file must be provided to the ADR annually or as requested.
SECTION VI: SUBMITTALS

1. **COPIES:** Please submit **one original, two (2) copies**, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

   1.1 Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

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

3. **OFFER SUBMITTAL FORMAT:** The written offer must be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers should be:

   - Typewritten for ease of evaluation;
   - Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
   - Signed by an authorized representative of the Offeror;
   - Submitted with contact information for the individual(s) authorized to negotiate with the City;
   - Submitted with a table of contents and tabbed according to the following major sections:
     - **Tab 1** FAA required certification as identified in the minimum qualification
     - **Tab 2** Assigned Service Representative Resume (Not to exceed two (2) pages)
     - **Tab 3** Submittal Section including references
     - **Tab 4** Signed Addenda
4. COSTS AND PAYMENTS:

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

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

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.
5. ALL OR NONE BID PRICE SCHEDULE

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

5.1. **Basic Level** – Preventative Maintenance to be performed twice per year and including following scopes:

| ✓ ALCMS Enclosure inspections and cleaning (fans/heating/cooling) | ✓ Full L-829 testing including Primary Power/Remote-Local Testing |
| ✓ Complete ALCMS software diagnostics and recommendations | ✓ Insulation Resistance (IRMS) diagnostics and testing |
| ✓ UPS evaluation and testing | ✓ Database evaluation, repair and clean-up |
| ✓ ALCMS Computer testing and diagnostics | ✓ Distributed Control Equipment (ACE™) diagnostics and testing |
| ✓ Touchscreen inspection, cleaning and calibration | ✓ Network Hubs and switch inspection and diagnostics |
| ✓ Printer testing and maintenance | ✓ Spare parts inventory and recommendations |

**Annual Cost per Location** –
(All-inclusive price including airfare, lodging, per diem & rental car charges etc.)

<table>
<thead>
<tr>
<th>Q'ty</th>
<th>Sky Harbor International Airport</th>
<th><strong>Deer Valley Airport</strong></th>
<th><strong>Goodyear Airport</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 / per visit</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2 / per visit</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3 / per visit</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 4 / per visit</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 5 / per visit</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL OF 5 YEARS FOR ALL LOCATIONS** $

**The cost of the Basic Level preventative maintenance for each of the reliever airports, Goodyear and Deer Valley should reflect they will be accomplished during the same trip.**
5.2 Advanced Level – Preventative Maintenance to be performed every two years to including following scopes:

| ✓ Constant Current Regulator Output Tuning | ✓ CCR SCR Waveform recording and Analysis |
| ✓ CCR Capacitor Testing | ✓ ACE™ Firmware Updates |
| ✓ Calibration of circuit Lamps Out | ✓ ALCMS Software Version Updates |
| ✓ Predictive analysis of the ALCMS system and its components | ✓ Record CCR output Current, Voltage, VA and IRMS readings |
| ✓ Infrared Picture for CCR Hotspots | ✓ Assisted parts replacement should material be available |

Cost per Location -
(All-inclusive price including airfare, lodging, per diem & rental car charges etc.)

<table>
<thead>
<tr>
<th>Q'ty</th>
<th>Sky Harbor International Airport</th>
<th><strong>Deer Valley Airport</strong></th>
<th><strong>Goodyear Airport</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2 / per visit</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 4 / per visit</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>GRAND TOTAL OF 5 YEARS FOR ALL LOCATIONS</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The cost of the Basic Level preventative maintenance for each of the reliever airports, Goodyear and Deer Valley should reflect they will be accomplished during the same trip**
5.3 ADDITIONAL SERVICES

1. **Unscheduled Service**: (All-inclusive price including airfare, lodging, per diem & rental car charges etc.)

   On-site Daily Rate $______________ First Day

   On-site Daily Rate $______________ Each Additional Day after the 1st Day

2. **Bench Work for Repairs and Graphic Changes**:

   Hardware at OEM Factory $______________ PER HOUR
   (Include one-way shipping cost)

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

   Name
   ________________________________

   Telephone Number
   ________________________________

   Alternate Contact
   ________________________________

   Telephone Number
   ________________________________
7. **REFERENCES:** Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service of providing preventative maintenance and repair of airfield lighting controls and monitoring systems (ALCMS).

| Company Name | ____________________________ |
| Address | ____________________________ |
| Reference | ____________________________ |
| Telephone Number | ____________________________ |
| Email address | ____________________________ |

| Company Name | ____________________________ |
| Address | ____________________________ |
| Reference | ____________________________ |
| Telephone Number | ____________________________ |
| Email address | ____________________________ |

| Company Name | ____________________________ |
| Address | ____________________________ |
| Reference | ____________________________ |
| Telephone Number | ____________________________ |
| Email address | ____________________________ |

*Please contact your reference(s) and inform them they may be receiving a call or e-mail from the City of Phoenix Aviation Department regarding their contract(s) and/or projects relating to the goods/services listed in this solicitation.*
8. **YEARS IN BUSINESS AND REFERENCES**: Contractor certifies that they have provided and completed or is providing preventative maintenance and repair of airfield lighting controls and monitoring systems (ALCMS) listed in this solicitation for a minimum of ten (10) years.

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for preventative maintenance and repair of airfield lighting controls and monitoring systems (ALCMS).

<table>
<thead>
<tr>
<th>Company Name</th>
<th>___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>___________________________</td>
</tr>
<tr>
<td>Reference</td>
<td>___________________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>___________________________</td>
</tr>
<tr>
<td>Email address</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>___________________________</td>
</tr>
<tr>
<td>Reference</td>
<td>___________________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>___________________________</td>
</tr>
<tr>
<td>Email address</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>___________________________</td>
</tr>
<tr>
<td>Reference</td>
<td>___________________________</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>___________________________</td>
</tr>
<tr>
<td>Email address</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

*Please contact your reference(s) and inform them, they may be receiving a call or e-mail from the City of Phoenix Aviation Department regarding their contract(s) and/or projects relating to the goods/services listed in this solicitation.*
OFFER

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

Arizona Sales Tax No. 
Use Tax No. for Out-of State Suppliers 
City of Phoenix Sales Tax No. 
Arizona Corporation Commission File No. 

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

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

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

_________________________________________  __________________________
Authorized Signature                     Date

______________________________ ________________________________
Verify Name and type of company        Printed Name and Title
(LLC, Inc., Sole Proprietor) (Member, Manager, President)

____________________________
Address

City, State and Zip Code
Telephone Number
Company’s Fax Number
Company’s Toll Free #
Email Address

Solicitation Number: AVN IFB 18-012
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

_____________________________  Awarded this ______day of _________________ 2018
Charlene V. Reynolds,
Assistant Aviation Director

_____________________________
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.
### SOLICITATION TRANSPARENCY FORM

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

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

<table>
<thead>
<tr>
<th>First</th>
<th>MI</th>
<th>Last</th>
<th>Suffix</th>
</tr>
</thead>
</table>

#### 2. Contract Information

- Solicitation # or Name:

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

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

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

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

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

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

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

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

### 8. Notice Regarding Prohibited Interest in Contracts

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

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

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

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

### 9. Acknowledgements

Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation
I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

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

10. Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA
EXHIBIT A
SUPPLEMENTAL TERMS AND CONDITIONS
TO ALL AIRPORT AGREEMENTS

A. Definitions

1. "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport and/or Phoenix Goodyear Airport, in accordance with the context of the contract.

2. "Contract" includes any and all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.

3. "Contractor" means every lessee, sublessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.

4. "Premises" means the leasehold or site occupied by Contractor pursuant to the lease, license or permit that is the subject of this Contract.

B. Assurances

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City of Phoenix or the United States, either or both of said Governments shall have the right to judicially enforce said requirement.

3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public. Contractor further warrants that it will comply with all pertinent statutes, Executive Orders, and rules promulgated thereunder, to assure that no person is excluded on the grounds of race, creed, color, national origin, sex, age, or disability, including, without limitation, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

4. As a part of the consideration for this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--
Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations exist and may be amended from time-to-time.

If this Contract is a lease, then this Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the United States.

5. As a part of the consideration of the Contract, Contractor does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and that the contractor shall use the Premises in accordance with all other requirements imposed pursuant to 49 C.F.R. Part 21, as it may be amended.

If this Contract is a lease, then this Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the United States.

6. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City of Phoenix shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

7. Contractor agrees to insert the foregoing six provisions in any contract by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

8. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

9. City of Phoenix reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions.

10. The City of Phoenix reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

11. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation or maintenance of the Airport. In the event that FAA or its successors require modifications or changes in the Contract as a condition to the obtaining of funds for improvements at the Airport
or as a requirement of any prior grants. Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications or changes as part of this Contract.

12. The Contract is subordinate to the reserved right of the City of Phoenix, its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

13. Contractor agrees to comply with the notification and review requirements as required by Title 14 of the Code of Federal Regulations, 14 C.F.R. Part 77- Objects Affecting Navigable Airspace, in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1—Notice of Proposed Construction or Alteration—and provide documentation showing compliance with the federal requirements. Once the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation for: (1) Phoenix Sky Harbor International Airport, 1,133 feet; (2) Phoenix Goodyear Airport, 968 feet; (3) Phoenix Deer Valley Airport, 1,476 feet. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.

14. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.

15. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e).

16. This Contract and all the provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

17. If the Contract involves construction, the contractor shall carry out the project in accordance with FAA airport design, construction and equipment standards and specifications current on the date of project approval.

18. Contractor is encouraged to use fuel and energy conservation practices.

C. City of Phoenix Equal Employment Opportunity Requirement

1. If Contractor is by this Contract a supplier to, or lessee of, the City, then the requirements of the Phoenix City Code, Chapter 18, Article V applies, including the agreement that:

   “Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public,
because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee shall 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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

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

If the supplier/lessee employs more than thirty-five employees, the following language shall be included as the last paragraph to the clause above:

“The supplier/lessee 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.”

2. **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. **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.

**D. Immigration Reform and Control Act of 1986 (IRCA)**

Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City of Phoenix to inspect its personnel records to verify such compliance.

**E. Conflict of Interest**

Contractor acknowledges that the terms and conditions of Arizona Revised Statutes (A.R.S.) § 38-511 are incorporated into this Contract.

**F. Legal Worker Requirements**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
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 § 23-214, subsection A.

2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

3. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.

G. **Disadvantaged Business Enterprise Requirements**

1. To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation Regulations at 49 C.F.R. Part 26. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

   Contractor agrees to include the foregoing statement in any subsequent Contract that it enters and cause those businesses to similarly include said statement in further agreements.

2. To the extent that the Contract is a concession agreement covered by 49 C.F.R. Part 23, the concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23.

   The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

H. **No Boycott Provision**

If Contractor is providing services, supplies, information technology, or construction work for City of Phoenix by entering into this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, as defined in A.R.S. § 35-393 et al.