CITY OF PHOENIX

Water Services Department
200 West Washington Street, 9th Floor
Phoenix, AZ 85003

REQUEST FOR QUOTATION
RFQ 1718-WST-25 CL

Confined Space

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SECTION I – INSTRUCTIONS

1. STATEMENT OF WORK:
   1.1. The City of Phoenix invites Quotes for onsite standby rescue services for confined space entries and on-call rescue service as needed for a three-year period commencing on date of contract award, in accordance with the specifications and provisions contained in this Agreement. This Agreement shall have a two-year option to extend.

   1.2. 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; or
   • payment of the maximum compensation under this Agreement; or
   • termination pursuant to the provisions of this Agreement.

2. PREPARATION OF QUOTE:
   2.1. All forms provided in Submittal Section must be completed and submitted with the Quote.

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 No Quote will be altered, amended or withdrawn after the specified Quote due date and time.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

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

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

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

   2.4.2. Study and carefully correlate Vendors knowledge and observations with the Agreement and other related data.

   2.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in or between the Agreement and other related documents.

   2.4.4. Vendors are reminded that the specifications stated in the Agreement are the minimum level required and that Quotes
submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Agreement. Quotes with less than any minimum specifications or criteria specified are not responsive and should not be submitted.

2.4.5. Quote 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 quoted. Quotes 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.

2.4.6. 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.

3. EXCEPTIONS:
Vendor must not take any exceptions to any terms, conditions or material requirements of this agreement. Quotes submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Vendors must conform to all of the requirements specified in the agreement. The City encourages Vendors to send inquiries to the procurement officer rather than including exceptions in their Quote.

4. INQUIRIES:
All questions that arise relating to this agreement should be directed via email to the Procurement Officer. No informal contact initiated by Vendors on the proposed service will be allowed with members of City’s staff from date of distribution of this agreement until after the closing date and time for the submission of quotes. All questions concerning or issues related to this agreement must be presented in writing.

5. 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.

6. LICENSES:
If required by law for the operation of the business or work related to this Quote, Vendor must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
7. CERTIFICATION:
By signature in the Offer and Acceptance page, Vendor certifies:
- The submission of the Quote did not involve collusion or other anti-competitive practices.
- The Vendor must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Vendor 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 Quote.

8. PRE-AWARD QUALIFICATIONS:

8.1. Upon notification of an award, the Vendor will have five (5) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

9. AWARD OF CONTRACT:
Unless otherwise indicated, award(s) will be made to the lowest quote, and vendor(s) who have demonstrated the ability to perform the required service in an acceptable manner.

Factors considered by the City include:

9.1. Technical capability of the Vendor to accomplish the scope of work required in the Agreement. This includes performance history on past and current government or industrial contracts; and,
9.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Agreement; and,
9.3. Safety record to include a copy of 3-year OSHA 300A summary report.
9.4. Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this Agreement, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all quotes or portions thereof.

A response to a request for a quote is a Quote to contract with the City based upon the terms, conditions, and specifications contained in the City’s agreement. Quotes do not become contracts until they are executed by the Department Director. All of
the terms, conditions and specifications of the procurement contract are contained in
the agreement, and in any addendum or amendment.

10. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:
The City reserves the right to disqualify any Vendor on the basis of any real or
apparent conflict of interest that is disclosed by the Quote submitted or any other
data available to the City. This disqualification is at the sole discretion of the City.
Any Vendor submitting a Quote herein waives any right to object now or at any
future time, before anybody or agency, including but not limited to, the City Council
of the City of Phoenix or any court.
SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

   May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

"City" The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

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

“Offer” Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, 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 Offer (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:
2.2.1. Special terms and conditions
2.2.2. Standard terms and conditions
2.2.3. Amendments
2.2.4. Statement or scope of work
2.2.5. Specifications
2.2.6. Attachments
2.2.7. Exhibits
2.2.8. Instructions to Contractors
2.2.9. Other documents referenced or included in the 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 five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2. 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 or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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

3.2.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the Department’s Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
3.2.4. Contractor agrees that the requirements of this section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

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.

3.4. 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.

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

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

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

3.6. 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:

3.6.1. 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.

3.6.2. 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.

3.6.3. 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.

3.7. 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.

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

3.9. 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.

3.10. 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:

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

3.10.2. 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).

3.11. **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.

3.12. **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.

3.13. **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.

3.14. **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.
3.15. **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.

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

- Contractor offers a prompt payment discount of ______% - 30 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, enter 0 in the % space to indicate net 45 days, otherwise payment terms shall be 2% - 30 days, 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.

4.2. **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.
4.3. **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.

4.4. **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.

4.5. **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.

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

4.7. **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.

4.8. **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.

4.9. **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
5. CONTRACT CHANGES:

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

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

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

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 WSD Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY:

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

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

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

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

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

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

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

7. **CITY’S CONTRACTUAL RIGHTS**

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

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

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

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

7.5. **DEFAULT:** In case of default by the Contractor, the City may, by written
notice, cancel this contract and repurchase from another source and may
recover the excess costs by (1) deduction from an unpaid balance due; (2)
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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:
In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden 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 shall 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 Phoenix Tax Division or State of AZ Department of Revenue. Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

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

11. TAX RESPONSIBILITY QUALIFICATION:
Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or 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.
1. **OPTION TO EXTEND** - The Period of Performance shall be a 3-year base period commencing on date of contract award, with one 2-year option, exercised only by bi-lateral agreement, in accordance with the specifications and provisions contained herein.

2. **PRICE AND DISCOUNTS:**
   All prices offered shall be firm and fixed for the term of the contract including all contract options.

3. **METHOD OF PAYMENT:**
   Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover services received and accepted during the billing period. Invoices must contain the agreement number or Offer number under which the contract is awarded. Contractor to submit invoices to: invoices@phoenix.gov.

4. **CONFIDENTIALITY AND DATA SECURITY:**
   3.1 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, the Contractor shall not disclose data generated in the performance of the service to any third person.

   3.2 Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

5. **PARTIAL PAYMENTS:**
   Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

6. **POST AWARD CONFERENCE:**
   A post award conference will be held by the Environmental Safety Specialist prior to commencement of any work. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

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

Department Contact: Manuel San Miguel, Environmental Safety Specialist
Phone: (602) 721-9485

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

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

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

10. SECURITY (WATER SERVICES)
Contract workers who will be assigned to this contract must complete a badge data form and sign a waiver for a background check which Contractor must submit to the City prior to providing any services. Upon successful completion of the required background checks, access badges will be issued to the contract workers. Each individual who accesses a Water Services Department secure site must use this badge for entry; this is mandatory. Any new contract workers assigned to this contract must follow the above procedures. Addition(s) and deletion(s) of contract workers must be submitted in writing to the City of Phoenix Water Services Security Supervisor. All costs for the check will be paid for by the Water Services Department.

10.1 Contract workers also must adhere to the City’s substance abuse policy and regulations relating to the prohibition of alcohol or drug use. Contractor is
responsible for expenses incurred for pre-employment drug screening and any subsequent screening for reasonable suspicion of use. The City requires a 10-point screen and shall be furnished with the results of all tests.

10.2 **CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT**

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

10.3 **KEY ACCESS PROCEDURES**

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

10.4 **STOLEN OR LOST BADGES OR KEYS**

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

10.5 **RETURN OF BADGE OR KEYS**

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

10.6 **CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH**
Contractor’s default under this section shall include, but is not limited to, the following:

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

10.7 BADGE AND KEY FEES
The following constitute the badge and key fees under this agreement. The
City reserves the right to amend these fees upon 30-days prior written notice to contractor.

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

10.8 **HANDLING OF PHOTOGRAPHS**
The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. As a result of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

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

12. **SECURITY INQUIRES**
The contractor must provide the city with the full name, birth date, social security number and driver’s license number of each person that will work/enter a city building. The provided information will be given to the city of phoenix police department for a complete background check at the city’s expense. Background checks usually take three to five days to process.

13. **SECURITY INQUIRES**
The City, in its sole discretion, reserves the right, but not the obligation to:

13.1 have an employee/prospective employee of the Contractor be required to provide fingerprints and execute such other documentation as may be
necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);

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

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

13.4 object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of any and all inquiries requested by the City.

14. SECURITY

Contractor grants the rights to the Phoenix Police Department to conduct background checks of all employees entering a City of Phoenix Facility or Site. The background checks will be conducted prior to any employee entering a worksite and will be based upon information provided to the Police Department including, but not limited to; name, address, date and place of birth, social security number, copy of INS documents, if applicable, and a copy of an official photo identification. The information will be provided to the Public Works Department, Alarm Services Division at least four business days (excluding weekends and City holidays) in advance of the need for access. The security check will be conducted by a designated Police Department representative. The City of Phoenix may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

14.1 Conviction of a felony.
14.2 Conviction of a misdemeanor (not including traffic or parking violation)
14.3 Outstanding warrants (including traffic and parking violations)
14.4 Currently on parole or probation
14.5 Currently involved in an investigation

In addition, Contractor must submit, at the post award conference, completed City of Phoenix. Badge Data forms and required supporting documentation for each contract employee. After the City of Phoenix has completed the required background checks, access badges will be issued to the contract employees. Each individual who accesses a City site must use their issued badge for entry, **this is mandatory.** Any new contract employees assigned to this contract must follow the above procedures. Addition(s) and deletion(s) of contract employees must be submitted in writing to the City of Phoenix Systems Administration supervisor through the appropriate City project manager. There will be a fine of $300.00 per badge/key to the Contractor for lost and unreturned badges/keys.

Contractor’s employees and agents assigned to the resultant contract must sign a waiver for a background check. A background check may be conducted as
SECTION III – SPECIAL TERMS AND CONDITIONS

deemed necessary by the City Systems Administration supervisor and all costs for the check will be paid for by the Contractor. Contractor’s employees shall adhere to the City’s substance abuse policy and regulations relating to the prohibition of alcohol or drug use. Contractor will pay the expenses incurred for pre-employment drug screening and any subsequent screening for reasonable suspicion of use. The City requires a 10 point screen and shall be furnished with the results of all tests.

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

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

15.1 BADGE ACCESS PROCEDURES

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

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

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

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

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

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

15.5 **CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH**
Contractor's default under this section shall include, but is not limited to, the following:

- **15.5.1** Contract worker gains access to a City facility(s) without the proper badge or key;
- **15.5.2** Contract worker uses a badge or key of another to gain access to a City facility;
- **15.5.3** Contract worker commences services under this agreement without the proper badge, key or background screening;
15.5.4 Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

15.5.5 Contractor fails to collect and timely return contract worker’s badge or key upon termination of contract worker’s employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

15.5.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor’s failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of $1,000.00 for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that contractor breaches this section. The parties further agree that three breaches by contractor in this section arising out of any default within a consecutive period of three months or three breaches by contractor in this section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this agreement by contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

15.5.7 BADGE AND KEY FEES
The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon 30 days prior written notice to contractor.

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Badge Fee</td>
<td>$55.00</td>
<td>per application</td>
</tr>
<tr>
<td>Replacement Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
<tr>
<td>Lost/Stolen Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
</tbody>
</table>
Replacement Key Fee: $55.00 per key
Replacement Locks: $55.00 per lock

16. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING
Contractor agrees that all contractor and subcontractors’ workers (collectively “Contractor’s Worker(s)”) that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at contractor’s sole cost and expense as set forth in this section. The background screening provided by contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect contractor from any liabilities that may arise out of the contractor’s services under this agreement or contractor’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

17. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA
Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is Maximum Risk Level.

17.1 Minimum Risk Level
A minimum risk background screening shall be performed when the contract worker:
17.1.1 will not have direct access to City facilities or information systems;
or
17.1.2 will not work with vulnerable adults or children; or
17.1.3 when access to City facilities is escorted by City’s workers.

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

17.2 Standard Risk Level
A standard risk background screening shall be performed when the contract worker’s work assignment will
17.2.1 require a badge or key for access to City facilities; or
17.2.2 allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

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

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven years from the contract worker’s proposed date of hire.

17.3 Maximum Risk Level
A maximum risk background screening shall be performed when the contract worker’s work assignment will:

17.3.1 have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or

17.3.2 have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or

17.3.3 have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or

17.3.4 have access to private residences; or

17.3.5 have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

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

18 CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING
By executing this agreement, contractor certifies and warrants that contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, contractor further certifies and warrants that contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, contractor shall furnish to the Water Services Department for the City’s review and approval of
such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until contractor has received the City’s written acceptance of the subject contract worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

19 TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR’S CONTRACTS AND SUBCONTRACTS
Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

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

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

22 EMPLOYEE IDENTIFICATION AND ACCESS
Contractor’s employees must have badges and be in uniforms that bear an easily visible company name or logo on the front and/or back. All employees with the exception of owners and management (this does not include supervisors) must be in company uniform while on site. The identification badge shall contain Company’s name, employee’s name, signature and employee’s clearly
identifiable photograph. Identification badges shall be visibly worn at all times while on City premises. If an additional City issued badge is applicable this must also be worn in a clearly visible location. Uniforms are to be approved by the Water Services Department and are not to be dirty, stained, or torn. Employees shall not expose tattoos, wear colors or clothing associated with gangs. Open-toed shoes, shorts, skorts, skirts, dresses, and hats are not acceptable. All Contractor personnel including owners, management, and supervisors must wear company and/or City badges in a clearly visible area while on-site.

Contractor employees are forbidden access to designated restricted areas. Access to each building shall be as directed by the Phoenix Water Services Department Director’s authorized representative. Contractor employees are not authorized access other than during scheduled hours for the Water Services Department. Contractor employees may not leave the premises during working hours except in cases of emergency and on approval of the Water Services Department Director or his authorized representative.

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

23 BUILDING ACCESS
Five days of notice of recommendation of award, Contractor shall supply a list of the names and titles of all service employees requiring access to the buildings. All personnel are to be in uniform and/or wearing identification badges that bear the employee's name and company name/logo. All personnel must be cleared by security personnel prior to starting work. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

Access to the building shall be directed by the City's authorized representative. Contractor's service personnel shall sign in at the security desk when arriving and sign out when leaving. No access will be granted without the employee's name being on the above-mentioned list.

Access to designated restricted areas is forbidden by Contractor's employees. Restricted areas are to be designated by the City's representative.

Only authorized Contractor employees are allowed on the premises of the City buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee and cleared to be on site.
The Contractor shall submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees shall submit to the background check before access to the facility is given.

The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of an official photo identification. The information will be provided to the Water Services Department at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the Security Management Unit. A designated representative will conduct the security check. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

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

24 EMPLOYEE AND BUILDING ACCESS
All Contractor’s personnel are to be in uniform and/or wearing identification badges that bear the employee’s name and company name/logo. All personnel must be cleared by the facility security personnel prior to starting work. It is the Contractor’s responsibility to provide updates and changes of personnel as necessary. Access to the building shall be directed by the City’s authorized representative. Contractor’s service personnel shall sign in at the security desk when arriving to service a facility and sign out when leaving.

Access to designated restricted areas is forbidden by Contractor’s employees. Restricted areas are to be designated by the City’s representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employee are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee and cleared to be on site.
25 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 with the site contact.

26 **CONFINED SPACE STRUCTURE ENTRY:**
Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation.

Contractor shall have a written Confined Space Entry Program and will be required to submit a copy of this program to the City for review and acceptance.

27 **RIGHT-OF-WAY MANAGEMENT PROGRAM:**
Pursuant to Phoenix City Code, Article XV and revised on September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program as outlined below and on City of Phoenix website [http://phoenix.gov/streets/traffic/index.html](http://phoenix.gov/streets/traffic/index.html).

1) **Plan Components:**
   (i) **Certification:** Agencies wanting to set and/or remove temporary traffic control devices must go through an annual training program. Call (602)534-5369 to register for training.
   (ii) **Impound Authority:** City has authority to remove and store traffic control devices in emergency situations or as a last resort if the owner will not pick them up.
   (iii) **Civil Sanctions for temporary traffic control violations:**

<table>
<thead>
<tr>
<th>Civil Sanction</th>
<th>Violation Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1500</td>
<td>Presents imminent risk of injury or death to the public within right-of-way (ROW)</td>
</tr>
<tr>
<td>$1000</td>
<td>Restricting right-of-way (ROW) without proper certification or Temporary Use Permit</td>
</tr>
<tr>
<td>$1000</td>
<td>Restricting traffic during peak traffic hours without authorization</td>
</tr>
<tr>
<td>$1000</td>
<td>Failing to correct violation</td>
</tr>
<tr>
<td>$1000</td>
<td>Unnecessarily restricting traffic at signalized intersections without active work occurring</td>
</tr>
<tr>
<td>$500</td>
<td>Closing sidewalk improperly OR without proper Temporary Use Permit</td>
</tr>
<tr>
<td>$500</td>
<td>Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit</td>
</tr>
<tr>
<td>$500</td>
<td>Missing/improper use of advance warning signs</td>
</tr>
<tr>
<td>$500</td>
<td>Missing/improper use of barricades</td>
</tr>
</tbody>
</table>
### SECTION III – SPECIAL TERMS AND CONDITIONS

<table>
<thead>
<tr>
<th>$250</th>
<th>Leaving advanced warning signs facing traffic AFTER restriction has been removed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250</td>
<td>Leaving advanced warning signs facing traffic AFTER restriction has been removed</td>
</tr>
<tr>
<td>$250</td>
<td>Use of &quot;Unacceptable&quot; traffic control material</td>
</tr>
<tr>
<td>$250</td>
<td>Rendering a bus stop inaccessible</td>
</tr>
</tbody>
</table>

2) Parking Meter Fees - to take out of service: $35 application fee & $10 per meter per day.

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

The contractor shall NOT use grading, blading, diskng, a gannon or like equipment without prior written authorization from the project manager. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

29 **OSHA LAWS AND REGULATIONS**

29.1 Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules.

29.2 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.
1. **INDEMNIFICATION CLAUSE:**
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 claim or amount 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 agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. **INSURANCE REQUIREMENTS:**
Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and sub-consultants. 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.

3. **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.

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

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

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

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

3.2. Worker's Compensation and Employers’ Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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

3.3. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

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

4.1. 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.

4.2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
5. **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 (City of Phoenix Department Representative’s Name & Address & Fax Number).

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

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

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

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

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

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

Water Services Department (WSD) has approximately 1,400 employees who provide a range of services that include operating water and wastewater treatment plants. WSD maintains and repairs water and wastewater infrastructure. Work locations are across the greater Phoenix metropolitan area and include administrative offices, four (4) water treatment plants, two (2) wastewater treatment plants, one (1) water reclamation plant, and eighteen (18) service yards. Operations occur 24 hours a day 365 days a year.

WSD has multiple divisions including Administration, Customer Services, Technology Services, Management Services, Environmental Services, Wastewater Treatment, Wastewater Collection, Wastewater Engineering, Water Production, Water Distribution, Water Engineering, Technical Support, and Human Resources. Responsibilities of these divisions include, but are not limited to, work activities covered under:

- The U.S. Environmental Protection Agency,
- The Arizona Department of Environmental Quality,
- The Occupational Safety and Health Administration (OSHA) Standards for General Industry and the Construction Industry,
- The Department of Transportation,
- International Fire Code,
- American National Standards Institute and

2. OBJECTIVE

The objective is to establish an effective onsite standby rescue service in compliance with regulations set forth by the Occupational Safety and Health Administration (OSHA) Permit Required Confined Spaces standard, 1910.146. Contractors are responsible for remaining compliant with procedures and regulations over the life of the contract.

WSD must establish on-call, standby rescue services onsite as needed. The Contractor shall acknowledge the WSD’s established Confined Space program, policies and procedures in Exhibit A, while applying their own program in order to conduct safe on site standby rescue services. The successful Bidder will have the ability to deliver services that meet current OSHA standards. The Contractor shall provide a minimum of one copy of their Confined Space Program. This program shall include one primary
contact and one secondary contact for scheduling both onsite standby rescue services and on-call standby rescue services.

The Contractor shall be equipped for and proficient in performing the appropriate rescue methods for any given confined space entry.

3. SCOPE OF WORK

The confined space rescue service is to be delivered in a prompt professional manner to all City of Phoenix Water Services Department locations, where confined spaces exist. Delivery methods may vary with the type of confined space and nature of hazards within the confined space.

Contractor(s) shall have current Basic Life Support (BLS) training needed to treat victims. Contractor shall properly package and retrieve victims from a confined space that has a limited size opening, limited internal space, or internal obstacles or hazards.

Services required are:

**Scheduled onsite standby rescue services:** Crews will be standing by during WSD work activities to provide rescue services in the event of an emergency. This service shall include a site specific assessment of the confined space where WSD work activities will take place. The assessment will identify and address hazard control, access and egress, and provide a clear, and detailed recommendation for the best means to a viable rescue.

**On call standby rescue services:** Contractor(s) shall reply to all calls for emergency work requests within 30 minutes and confirm ability to arrive at the COP WSD site before operations start. If the Contractor is unable to commit to the request within the required 30 minutes, another Contractor will be called. The hourly clock will begin when the Contractor arrives at the job site. The operation will begin within 8 (eight) hours from the time that the emergency call is made. Contractor(s) shall arrive within 8 (eight) hours of call out.

Contractor(s) shall:

- Provide all materials, tools, equipment, supplies, expertise, etc. for rescue, unless alternate provisions are negotiated and agreed upon with WSD prior to entry operations.
- Ensure availability of onsite standby rescue services throughout the contract period and provide delivery within eight hours of request.
- Provide onsite standby rescue services within first, second, and third shift timeframes at a variety of confined space locations.
- Work both independently and collaboratively with WSD staff during and after regular business hours.
• Provide a written report to explain experiences during rescue operations and any hazards confronted or created during an entry rescue.

4. DELIVERABLES

After each rescue where the Contractor is required to make entry into a confined space, Contractor(s) shall provide the following information to their designated point of contact (WSD Staff) to include:

• Any hazards confronted or created.
• Copies of closed out Entry Permits.
• If requested, a written debrief to explain the Contractor’s confined space program, experience during entry operation, and any hazards confronted or created during a confined space entry.

5. STANDARDS

5.1. Per OSHA Confined Space Standard, 1904.32 Contractor shall provide a current copy of the OSHA 300A summary report.
1. **COPIES:** Submit one original, 3 copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.
   
   1.1. **Submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

2. **OFFER SUBMITTAL FORMAT:** The written 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 Company History, Experience, and Qualifications  
   Tab 2 Method of Approach  
   Tab 3 Pricing  
   Tab 4 References  
   Tab 5 Submittal Section  
   Tab 6 Signed Addenda

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

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

   - Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s
servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

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

5. **METHOD OF INVOICING:**
   Invoice must include the following:
   - City purchase order number, requisition number, or contract agreement number.
   - Items listed individually by the written description and part number.
   - Unit price, extended and totaled.
   - Quantity ordered, back ordered, and shipped.
   - Applicable tax.
   - Invoice number and date.
   - Requesting department name and "ship-to" address.
   - Payment terms.
   - FOB terms.
   - Invoices shall be submitted electronically to Invoices@phoenix.gov

6. **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. Invoices must contain the agreement number or Offer number under which the contract is awarded.

7. **OFFER:** All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty days’ advance notice and are accompanied by written documentation of a manufacturer's offer increase. Offer adjustment requests shall be sent to: wsdprocurement@phoenix.gov.
8. BID PRICE SCHEDULE:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Hourly Rate</th>
<th>Min. Call-Out Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled onsite standby rescue services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On call standby rescue services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. EMERGENCY 24-HOUR SERVICE CONTACT:

Name ____________________________________________________________

Telephone Number ______________________________________________

Alternate Contact _____________________________________________

Telephone Number _____________________________________________

10. REFERENCES: Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for both scheduled and on-call standby rescue services using the Reference Submittal sheet provided below.
REFERENCES
Provide three (3) references you have provided similar services for in the past two (2) years. Do not use the City of Phoenix as a reference.

| REFERENCE 1 |  
| --- | ---  
| Organization: |  
| Address: |  
| City: | State: | ZIP Code: |  
| Contact: | Contact Title: |  
| Contact Phone Number: | Contact Email Address: |  
| Brief Description of Services Provided: |  
| Dates of Service: |  

| REFERENCE 2 |  
| --- | ---  
| Organization: |  
| Address: |  
| City: | State: | ZIP Code: |  
| Contact: | Contact Title: |  
| Contact Phone Number: | Contact Email Address: |  
| Brief Description of Services Provided: |  
| Dates of Service: |  

| REFERENCE 3 |  
| --- | ---  
| Organization: |  
| Address: |  
| City: | State: | ZIP Code: |  
| Contact: | Contact Title: |  
| Contact Phone Number: | Contact Email Address: |  
| Brief Description of Services Provided: |  
| Dates of Service: |  

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.

[Field: 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
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 ________________2017
Director or delegate, Department

__________________________________
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.
This form must be signed and submitted to the City and all questions must be answered or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

| First | MI | Last | Suffix |

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:

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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).
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.

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