



**CITY OF PHOENIX
Water Services Department
Management Services Division
200 W. Washington St, 9th floor
Phoenix, AZ 85003**

**REQUEST FOR PROPOSAL
RFP 1920-WAD-216 (AM)**

**Sewer Cleaning and Inspection
Requirements Contract**

**Procurement Officer
Audrey Mims
(602) 256-3343
audrey.mims@phoenix.gov
Date posted on website: June 25, 2019**



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

SOLICITATION RESPONSE CHECK LIST

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

All forms have been completed and signed, including Solicitation Disclosure form.

All Submittals are included.

Reviewed and verified prices offered.

Checked price extensions and totals.

Included any required drawings or descriptive literature.

If required, checked and included the amount of the offer surety.

Reviewed the insurance requirements, if any, to assure compliance.

Included the specified number of copies of the offer as indicated in Submittal section.

Included signed addenda, if any.

Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.

The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

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



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1. DESCRIPTION – STATEMENT OF NEED:

- 1.1. The City of Phoenix invites sealed offers for Sewer Cleaning and Inspection Services for a five-year period commencing on or about December 1, 2019, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.
- 1.2 This service is needed to keep the sanitary sewers and storm drains free from obstructions through sewer cleaning, debris removal, closed circuit television inspections, lift station wet well cleaning and storm drain system cleaning.
- 1.3 This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4 Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

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

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

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	LOCATION	DATE/TIME
Pre-Offer Conference	City of Phoenix 23 rd Avenue Wastewater Treatment Plant 2470 S. 22 nd Ave. 35 Admin Conference Room Phoenix, AZ	7/3/19, 11:00am
Written Inquiries Due	Email to: wsdprocurement@phoenix.gov	7/8/19, 5:00pm
Offer Due	City of Phoenix Water Services Department 200 W. Washington St, 9 th floor Phoenix, AZ 85003	7/18/19, 2:00pm



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

4. PREPARATION OF OFFER:

- 4.1 All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.3 All time periods stated as a number of days will be calendar days.
- 4.4 It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 4.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any



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minimum specifications or criteria specified are not responsive and should not be submitted.

4.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Water Services Department, Management Services Division, 200 W. Washington St, 9th floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

6. EXCEPTIONS:

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

7. INQUIRIES:

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

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



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

8. ADDENDA:

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

9. BUSINESS IN ARIZONA:

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

10. LICENSES:

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

11. CERTIFICATION:

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

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

12. SUBMISSION OF OFFER:

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

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



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

12.3 All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in Section VI – Submittals.

12.4 Offeror's submittal shall not exceed 25 pages.

12.5 Offeror's submittal must include the following evaluated items (refer to Section VI – Submittals for a list of all items to submit):

12.5.1 Experience and Qualifications

450 Points

Sub-Criteria #1 - Company History and Experience

- Company history to include date established
- Years in business
- Location of company's home office and field office(s)
- Company's area of expertise
- Experience providing sewer cleaning and inspection during the last five years
- Registered with the Arizona Registrar of Contractors
- Provide copy of Arizona contractor's license

Sub-Criteria #2 – Personnel Qualifications

- For the team members, provide resumes that reflect education, training, certification(s) and experience specifically related to the Scope of Work and any similar work that demonstrates the the ability to provide the required services
- Provides copies of the PACP and MACP certification for the Project Manager
- Identify the main point of contact
- Identify the number of work crews
- Identify subcontractor(s), if applicable, and the work the subcontractor(s) will perform,
- Identify personnel availability, their location and commitment to the work
- Provide a plan to maintain continuity of services throughout the life of the contract
- Provide an organizational chart



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12.5.2 Method of Approach (Refer to Section V- Scope of Work)

300 Points

Sub-Criteria #1 – Scheduled Work

- Describe how your company will prioritize, schedule and track scheduled work

Sub-Criteria #2 – Response Times

- Indicate your company's response time for scheduled and emergency service calls ensuring that it is within the limits identified in Section V – Scope of Work

Sub-Criteria #3 – Traffic Control

- Describe how your company will handle traffic control during the course of performance

Sub-Criteria #4 – Authorization from Property Owners

- Describe what procedure your company will use to coordinate access
- How the company will obtain permission to enter the property owner's property
- How the company will obtain temporary access permits

12.5.3 Company Resources

150 Points

Identify the equipment and other resources the company will use to accomplish the work identified in Section V – Scope of Work.

12.5.4 Cost of Services

100 Points

Provide the hourly rate for cleaning, debris removal, and inspection, and a linear foot rate for sanitary sewer scanning, manhole scanning, and laser/sonar profiling. The cost of traffic control devices, associated traffic control plans and authorizations, cost of permits, and all other incidentals shall be included in the cost to perform the required services.

13. WITHDRAWAL OF OFFER:

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

14. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be



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read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

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

15. PRE-AWARD QUALIFICATIONS: Items 15.1 through 15.3 must be provided at the time of submittal to be considered a responsive offer. Upon notification of recommendation of award, the successful Offeror will have 10 calendar days to submit item 15.4.

15.1. Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation. This information must be provided in Section VI – Submittals.

15.2. Offeror's Project Manager must hold a PACP and MACP certification. This information must be provided in Section VI – Submittals.

15.3. Offeror must be an Arizona licensed contractor. This information must be provided in Section VI – Submittals.

15.4. Upon notification of an award the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. AWARD OF CONTRACT:

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

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



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

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

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

18. SOLICITATION TRANSPARENCY POLICY:

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

18.2 As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

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



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- 18.4** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 18.5** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 18.6** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

19. PROTEST PROCESS:

- 19.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 19.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 19.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 19.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be



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harmful by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

19.5.1. Identification of the solicitation number;

19.5.2. The name, address and telephone number of the protester;

19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;

19.5.4. The form of relief requested; and

19.5.5. The signature of the protester or its authorized representative.

19.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

20. PUBLIC RECORD:

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



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Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

21. LATE OFFERS:

Late Offers Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

22. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

23. CONTRACT AWARD:

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

24. EQUAL LOW OFFER:

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

25. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.



26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 26.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 26.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 26.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 26.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 26.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

29.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

29.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state



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that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

30. BEST AND FINAL OFFERS (BAFO):

- 30.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 30.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 30.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – STANDARD TERMS AND
CONDITIONS**

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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



SECTION II – STANDARD TERMS AND CONDITIONS

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“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

- 2.1. APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:



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- 2.2.1. Special terms and conditions
- 2.2.2. Standard terms and conditions
- 2.2.3. Amendments
- 2.2.4. Statement or scope of work
- 2.2.5. Specifications
- 2.2.6. Attachments
- 2.2.7. Exhibits
- 2.2.8. Instructions to Contractors
- 2.2.9. Other documents referenced or included in the Solicitation

- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.



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3. CONTRACT ADMINISTRATION AND OPERATION:

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

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

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

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

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such



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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.

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

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is



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authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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

- 3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- 3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

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

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

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

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



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

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

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

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

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

4. COSTS AND PAYMENTS:

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

- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the



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City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
- 5. CONTRACT CHANGES:**

 - 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed 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



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the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

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

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

6. RISK OF LOSS AND LIABILITY:

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

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-



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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



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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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. **COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that



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are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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



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- 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 Offeror 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 Offer. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#). Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a Offer 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



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confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.



SECTION III – SPECIAL TERMS & CONDITIONS

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1. PRICE:

All prices submitted shall be firm and fixed for the initial one (1) year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with 30 days' advance notice. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation #. Price increases agreed to by any staff other than the Water Services Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Water Services Director.

2. METHOD OF ORDERING (PURCHASE ORDERS):

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

3. METHOD OF INVOICING: (submitted to: invoices@phoenix.gov)

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

4. METHOD OF PAYMENT:

Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or Offer number under which the contract is awarded.

5. CONFIDENTIALITY AND DATA SECURITY:

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential,



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proprietary information owned by the City, the Contractor shall not disclose data generated in the performance of the service to any third person.

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.

6. 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.

7. AUTHORIZED CHANGES:

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

8. 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.

9. ADVERTISING:

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

10. 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.



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11. COOPERATIVE AGREEMENT:

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

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

12. PROCUREMENT REPORTS:

Contractor shall submit quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. These reports are due by the 15th of the month following the quarter. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.

13. POST AWARD CONFERENCE:

A post award conference will be held by the Project Manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

14. SUSPENSIONS OF WORK:

Finance Procurement Division and the project manager reserve the right to suspend **work** wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

15. 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: Project Coordinator
Phone: 602 534-8340



SECTION III – SPECIAL TERMS & CONDITIONS

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16. 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.

17. HOURS OF WORK:

All work under this contract shall be coordinated with the City's Project Manager. Any changes to the established schedule must have prior written approval by the City's Project Manager.

18. 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 scheduled 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.

19. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

19.1 Contractor and Subcontractor Workers Background Screening:

19.1.1 Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.

19.1.2 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

19.1.3 The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.

19.1.4 The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and



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its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

19.1.5 Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

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

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

19.3.1 unescorted access to:

- access to critical infrastructure sites/facilities;

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

19.5 Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include:

19.5.1 Criminal records – Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).

19.5.2 Sexual offender search

19.5.3 All outstanding warrants

19.5.4 Currently the focus of a criminal investigation

19.5.5 Currently on parole or probation

19.6 Contractor Certification; City Approval of Maximum Risk Background Screening:

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

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

19.6.1.2 submitting results to the city for approval; and,

19.6.1.3 for reviewing the results of the background check every three to five years, dependent on scope; and,



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

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

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

19.6.2 For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

19.6.3 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.

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

19.6.5 The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.

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

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

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

19.8 Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section



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including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

19.9 Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

19.9.1 For any childcare or health worker positions, or CJIS related contracts, Contractor is required to send the City updated background checks *every three years*.

19.10 Variances and Exemptions:

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

19.10.2 Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).

19.10.3 Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).

19.10.4 Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).

19.10.5 Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).

19.10.6 Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).

19.10.7 Other background checks performed within the last three to five years (depending on scope and requirements herein) may be approved if they fit all required criteria herein.

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

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

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



SECTION III – SPECIAL TERMS & CONDITIONS

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

19.11.4 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

19.11.5 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.

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

19.12 Employee Identification and Access: It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

19.12.1 Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

19.12.2 Seven days from notice of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contractor's service personnel will sign in at the security desk when arriving to service locations and sign out when leaving. No access will be granted without the employee's name being on the above-mentioned list.



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19.12.3 Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

19.12.4 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.

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

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

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

19.16 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 a 30-day prior written notice to Contractor.

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

20. HANDLING OF PHOTOGRAPHS:

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



SECTION III – SPECIAL TERMS & CONDITIONS

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21. SECURITY INQUIRIES:

Contractor acknowledges that all 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 the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval. The City, in its sole discretion, reserves the right, but not the obligation to:

- 21.1 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);
- 21.2 act on newly acquired information whether or not such information should have been previously discovered;
- 21.3 unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- 21.4 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.

22. TRANSITION OF CONTRACT:

At least thirty days prior to the expiration or termination of this contract vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of service at the required level of proficiency. Vendor agrees to provide to the city all files in ASCII format (or other city-designated format), supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of vendor. The provisions of this section will survive the expiration or termination of this contract. Within the City's sole discretion, the vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.



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23. COMMUNICATION IN ENGLISH:

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

24. EMERGENCY TWENTY-FOUR HOUR SERVICE:

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

25. CONFINED SPACE STRUCTURE ENTRY:

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

Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance.

26. PRIOR TO COMMENCEMENT OF WORK:

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

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

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

27. WARRANTY:

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of enter number of years from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.



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28. MISCELLANEOUS FEES:

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

Labor rates (Shop and On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from “check in” and “check out” at City facilities or work locations. Traditional work hours are defined as 6:00 a.m. to 9:59p.m. (local Phoenix, AZ time) during regular business days and City holidays (Non-Traditional work hours: 10:00p.m. to 5:59 a.m. non-regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their Offer response.

29. 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 the City’s website <http://phoenix.gov/streets/traffic/index.html>.

29.1 Plan Components:

29.1.1 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.

29.1.2 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.

29.1.3 Civil Sanctions for temporary traffic control violations:

See applicable table on the next page.



SECTION III – SPECIAL TERMS & CONDITIONS

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Civil Sanction	<u>Violation Description</u>
\$1500	Presents imminent risk of injury or death to the public within right-of-way (ROW)
\$1000	Restricting right-of-way (ROW) without proper certification or Temporary Use Permit
\$1000	Restricting traffic during peak traffic hours without authorization
\$1000	Failing to correct violation
\$1000	Unnecessarily restricting traffic at signalized intersections without active work occurring
\$500	Closing sidewalk improperly OR without proper Temporary Use Permit
\$500	Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit
\$500	Missing/improper use of advance-warning signs
\$500	Missing/improper use of barricades
\$250	Leaving advanced warning signs facing traffic AFTER restriction has been removed
\$250	Leaving advanced warning signs facing traffic AFTER restriction has been removed
\$250	Use of “Unacceptable” traffic control material
\$250	Rendering a bus stop inaccessible

29.2 Parking Meter Fees – to take out of service: \$35.00 application fee and \$10.00 per meter per day.

30. EQUIPMENT SAFETY:

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



**SECTION III – SPECIAL TERMS &
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public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

31. EQUIPMENT DEMONSTRATION:

The City may, in its discretion, require a demonstration of the equipment or material offered as part of the evaluation process. The equipment or material shall be provided by the Contractor at no cost to the City for the period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested.



SECTION IV – INSURANCE AND INDEMNIFICATION

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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 Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. **INSURANCE REQUIREMENTS:**

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

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

2.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

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



SECTION IV – INSURANCE AND INDEMNIFICATION

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

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

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

2.1.2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full



**SECTION IV – INSURANCE AND
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limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

- 4. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **City of Phoenix, Attn: Audrey Mims, 200 W. Washington St, 9th floor, Phoenix, AZ 85003.**
- 5. 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.
- 6. 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 of Phoenix, Attn: Audrey Mims, 200 W. Washington St, 9th floor, Phoenix, AZ 85003. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

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



**SECTION IV – INSURANCE AND
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CITY OF PHOENIX

8. **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. PURPOSE/BACKGROUND:

The City of Phoenix (City) Water Services Department (WSD), Wastewater Collection Division (WCD) requires services provided by a Contractor experienced with scheduled and emergency cleaning and debris removal of sanitary sewers and storm drains, Closed Circuit Television (CCTV) inspections and reporting of small diameter (6 to 15 inch) and large diameter (18 to 90 inch) sanitary sewer pipes, manhole inspections, lift station wet well cleaning, 3D optical pipeline scanning, 3D optical manhole scanning, laser/sonar profiling, and related services for sanitary sewers and storm drains to keep the City’s sewer and storm drains free from obstructions.

Additionally, the Contractor may be required by the City’s Street Transportation Department, Street Maintenance Division’s (SMD) to assist with cleaning and CCTV inspections of the storm drain system (also known as the municipal separate storm sewer system or MS4).

The Wastewater Collection Division is responsible for scheduled maintenance, inspection and repair of the wastewater collection system.

Street Maintenance Division is responsible for conducting maintenance to the MS4 system by performing scheduled cleaning and inspections, as well as emergency cleaning and debris removal.

2. CONTRACTOR WORK REQUIREMENTS:

- 2.1 Provide all labor, materials, equipment, supplies, supervision and transportation necessary to provide the required services.
- 2.2 The City will identify the areas to be serviced and the Contractor will develop a work plan to schedule and prioritize the work. The work plan will be provided to the City for review and approval. After City approval, the Contractor will perform work as indicated on the individual purchase orders issued by the City.
- 2.3 On some occasions, the Contractor will be required to enter confined spaces.

3. CONTRACTOR’S SOFTWARE REQUIREMENTS:

- 3.1 The software used by Contractor for inspection must be certified by the National Association of Sewer Service Companies (NASSCO) for the Pipeline Assessment and Certification Program (PACP) and Manhole Assessment Certification Program (MACP) version 7.0.1 standard, and must support Capacity, Management, Operations, and Maintenance (CMOM) activities as defined by the US Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality.
- 3.2 WSD is currently using CUES Granite XP 4.6.X (2011) version to manage all CCTV inspection information. The Contractor must upgrade inspection software as necessary to support the City’s current and future data management needs



which may include, but is not limited to, the use of CUES Granite XP 4.6.1 version, and the future use of CUES GNET to manage data.

4. CLEANING/ DEBRIS REMOVAL REQUIREMENTS:

- 4.1 The Contractor shall perform visual inspections, at no additional cost to the City, on all structures accessed during the cleaning process.
 - 4.1.1 The Contractor shall notify the authorized representative of the WCD or SMD of any structures with excessive deterioration or corrosion.
- 4.2 Cleaning/debris removal shall start at the upstream end and progress to the downstream end of the system.
 - 4.2.1 Deviations from this procedure may be necessary and approval from the authorized representative of the WCD or SMD must be obtained prior to implementation.
- 4.3 The sanitary sewer and storm drain system shall be cleaned by removing dirt, grease, rock, sand, and all other harmful or obstructive material from the lines, manholes, and/or other structures.
 - 4.3.1 Solids shall be removed by suction, pumping, or other mechanical means including rodding.
- 4.4 The cleaning/debris removal process shall be accomplished while the sanitary sewer or storm drain system is flowing.
 - 4.4.1 Bypass pumping is not permitted. Suitable traps or weirs shall be used to minimize the movement of solids to adjacent sections of sewer.
- 4.5 The Contractor shall clean the sanitary sewers or storm drains using a City approved method that demonstrates at least 90% of the pipeline is free of solids, sediment, or debris.
- 4.6 All necessary precautions must be taken to protect the lines from damage and to ensure that flooding/spills, which may result in the contamination of private or public property, do not occur because of the cleaning/debris removal process.
 - 4.6.1 Damage to the lines, manholes/structures, or flooding of private or public property which occurs because of the cleaning/debris removal process shall be the responsibility of the Contractor.

5. DEBRIS DISPOSAL:

- 5.1 The Contractor shall decant or separate the water before transporting the solids.
 - 5.1.1 Liquid decant from the solids shall be returned to the sanitary sewer. Solids/debris shall be removed from the job site daily.
 - 5.1.2 The Contractor shall keep the job site clean and sanitary.
- 5.2 The solids/debris removed shall be transported to a City approved, licensed waste disposal site by the Contractor.
 - 5.2.1 The Contractor must complete any disposal documentation requested by the disposal site, retain documentation for the duration of the contract



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term, and make copies available to WCD or SMD authorized representative when requested.

5.2.2 All fees and/or permits required to dispose of the waste shall be the responsibility of the Contractor.

5.3 Contractor may also dispose of non-hazardous debris at the 91st Avenue Wastewater Treatment Plant (located in Tolleson), in the sludge bed(s) specifically designated by the Plant, at no charge during the Plant's operating times which is operational 24/7.

5.3.1 The Contractor must sign in with plant staff and/or the security guard and provide the required City provided manifest or disposal documentation.

5.3.2 All equipment must stay on the access roads and damage to the lined sludge beds will be repaired at the Contractor's expense.

5.4 Under no circumstances shall solids or liquids removed from sewer or storm drain lines be dumped onto the streets, ditches, catch basins, storm drains, retention/detention basins, or vacant land.

6. BLOCKAGE PREVENTION/SPILL RESPONSE/RESTORATION PLAN FOR SANITARY SEWER LINES:

6.1 The Contractor shall provide written procedures to the WCD authorized representative which describes the mobilization of employees, materials, tools and equipment to mitigate a surcharged or a blocked sewer line in the event that one is encountered or caused by the cleaning or CCTV process.

6.2 The Contractor shall notify the authorized representative of the WCD within one hour of identifying the sanitary sewer overflow (SSO) or blockage and report the SSO to the City's WSD emergency hotline at (602) 261-8000.

6.3 It is the responsibility of the Contractor to protect the health and safety of the public and to protect environmental resources by mitigating the impact of the overflow to the extent possible under the circumstances. Therefore, during an SSO event, the Contractor shall undertake the following until incident management can be transferred to the City:

a. Establish safety perimeters and control zones with appropriate traffic control and barricades to protect the public and City/Contractor crews.

b. Take immediate action to contain and stop the overflow (e.g. - use flow diversion devices to direct flow away from water bodies and storm drain catch basin inlets, recover overflow through vacuum truck, divert into downstream manhole, etc.

c. Estimate the overflow volume.

d. Take appropriate photographs to document the nature and extent of the SSO.

e. Report any apparent damage to public or private property as a result of the event to the WCD representative.

f. Determine the probable cause of the overflow and location of the blockage or failure.



- 6.4 Prior to restoring the sewer line to full capacity, clean any debris that may have entered and accumulated in the sewer line from the upstream end to the downstream end.
 - 6.4.1 To clear the blockage, the use of a jet hydro-vac combination truck, mechanical rodder or any additional equipment that safely and effectively relieves the blockage may be used.
- 6.5 The Contractor shall thoroughly clean sewer overflow sites after an overflow.
 - 6.5.1 No readily identified residue (e.g., wastewater solids, papers, rags, plastics, rubber products) is to remain.
 - 6.5.2 Solids and debris are to be flushed, swept, raked, picked-up, and transported for proper disposal.
 - 6.5.3 Where the SSO has resulted in ponding, the standing water shall be pumped dry and the residue disposed of per Section 5.

7. WATER USAGE FOR CLEANING:

- 7.1 The City highly encourages the use of water recycling during the cleaning process of the sanitary sewer and storm drains to conserve water.
- 7.2 The use of potable water from the City distribution system (pertaining to this contract only) shall be acceptable.
 - 7.2.1 The total gallons of water used by the Contractor shall be documented and recorded on the work orders and on any Contractor invoices.
 - 7.2.2 The Contractor shall follow all water hydrant meter permitting processes and backflow requirements which may come into effect during the term of this Contract.

8. CLEANING/DEBRIS REMOVAL EQUIPMENT:

The cleaning/debris removal system shall utilize a hydraulic and/or mechanical method/device capable of removing foreign objects including but not limited to sediment, oil, grease, rags, rocks, and other debris and dislodging obstructions found in sanitary sewer lines and storm drains without damaging the structural integrity of the pipe. The cleaning/debris removal system shall be capable of cleaning lengths of up to 1,000 feet minimum without supplemental equipment set-ups.

9. CCTV REQUIREMENTS:

- 9.1 The segments shall be visually inspected by means of CCTV after scheduled or emergency cleaning or at the request of WCD or SMD staff. All CCTV inspections shall be performed in accordance with the software requirements outlined in Section 3.
 - 9.1.1 Each pipe segment shall be defined as one manhole to manhole run.



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- 9.1.2 Pipe lengths shall be defined as the intervening distance between the centers of manholes along a line parallel to the pipe invert.
- 9.2 The television camera used for the inspection shall be one specifically designed and constructed for such inspection.
- 9.2.1 The camera and mounting system shall be capable of televising 6-inch through 90-inch sanitary sewer pipe in 100 percent humidity conditions.
- 9.2.2 The television camera shall be intrinsically safe, consisting of a self-contained color camera.
- 9.3 Recording shall be in color and shall have the best quality possible.
- 9.3.1 The CCTV camera shall be a pan/tilt and rotating head or 360-degree camera capable of providing a full view of the inside of all connections and any pipe defects.
- 9.3.2 Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the sewer.
- 9.3.3 The camera and other components of the video and recording system shall be capable of producing picture quality to the satisfaction of the City.
- 9.3.4 No payment will be made for an unsatisfactory inspection and the Contractor may be asked to repeat the work at no cost to the City.
- 9.4 The camera shall be mounted on a skid, floatable raft system, or transporter/crawler, based on the conditions of the pipe to be televised.
- 9.4.1 The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition.
- 9.4.2 The camera shall pause for a sufficient length of time to adequately document and provide accurate distance measurements of all the defects in the pipe and the connections observed in the sewer.
- 9.5 The Contractor shall capture photos of any moderate and severe damage and/or abnormal conditions.
- 9.5.1 The camera shall rotate and look directly at each defect and look into each connection to thoroughly document the conditions and determine if the connection is in service.
- 9.5.2 In no case shall the television camera be pulled at a speed greater than 30 feet per minute achieving no less than 450 feet per hour.
- 9.5.3 In the same manner, the Contractor shall identify all sewer connections at each manhole including the manholes at the beginning and end of setup and all intermediate manholes.
- 9.6 If, during CCTV inspection operation, the television camera will not pass through the entire sanitary sewer main or storm drain section, the Contractor shall set up the equipment at the downstream manhole and attempt to inspect the section of the pipe from the opposite direction.
- 9.6.1 If the camera fails to pass through the entire section, it shall be assumed that an obstruction exists.
- 9.6.2 Efforts to televise the section of pipeline shall be temporarily suspended and the Contractor shall notify the authorized representative of WCD or SMD.



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- 9.7 Distance of sewer between adjacent manholes shall be measured and recorded.
 - 9.7.1 The distance measurements shall be made from the centerline of the manhole that the camera is traveling from and shall be accurate to within 2 feet for every 1,000 feet inspected.
 - 9.7.2 If more than one manhole segment is inspected in a single run, the footage counter shall be reset to zero at the center of all the intermediate manholes.
- 9.8 The equipment and skill of the operators shall be capable of providing a continuous clear recorded and viewed picture of the entire length of the sewer main under all normally expected pipe atmospheric conditions and flow conditions.
 - 9.8.1 The Contractor shall have adequate cabling and wiring equipment to perform CCTV inspection of sanitary sewer or storm drain lines up to a length of 1,600 feet without causing degradation of recorded and viewed picture quality.
- 9.9 CCTV shall provide a clear, definitive recorded and viewed TV picture.
 - 9.9.1 The recording shall not contain intervals of more than 20 seconds when the camera is stationary.
 - 9.9.2 When the recording is stopped due to obstructions or equipment malfunction and then restarted, the TV operator shall state the length of time or delay and the reason for the delay on the inspection form/documentation.
- 9.10 The importance of accurate distance measurement is emphasized.
 - 9.10.1 Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device and the accuracy shall be satisfactory to the City.
- 9.11 All equipment and all Contractor operations shall be conducted at a low noise level in residential areas.
- 9.12 CCTV video footage information from a single manhole to manhole sewer segment shall be included in a separate clearly identifiable file.
 - 9.12.1 Portable hard drives may contain inspections of more than one sewer.
 - 9.12.2 All sections of the sewer contained on the portable hard drive shall be contiguous and ordered from the most upstream section to the most downstream, except for reaches with blockages.

10. CCTV DIGITAL RECORDING:

- 10.1 The Contractor shall make and store a continuous digital recording of the complete pipe inspection view as it appears on the monitor. The recording shall also be used as a permanent record of defects.
 - 10.1.1 Unless directed otherwise by the authorized representative of the WCD, the recording shall be Moving Picture Experts Group (MPEG) I and



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shall comply with International Organization for Standardization/International Electrotechnical Commission (ISO)/(IEC) 11172 MPEG I specifications.

10.2 The inspection image files (pictures) shall have the ability to be exported to industry standard formats, including Joint Photographic Experts Group (JPEG), Bitmap (BMP), and/or Tag Image File Format (TIFF) and shall be transferable by disk, DVD or external hard drive.

10.2.1 The operator shall pause the digital recording any time there is a delay in the inspection.

10.2.2 The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection.

10.3 The operator shall store a single video file for each reach inspection.

10.3.1 The video files shall have a resolution of 352 pixels by 240 and an interlaced frame rate of minimum 24 frames per second.

10.3.2 The data shall be time coded using the elapsed time from the video file.

10.3.3 The naming of the video file shall be automatic and shall match the indexing file name.

11. LIFT STATION WET WELL CLEANING REQUIREMENTS:

11.1 The Contractor shall clean and remove all debris from any wastewater system Lift Station wet well and/or containment area, as requested by WCD staff.

11.2 Wet well cleaning may require confined space entry and the use of line plugs for flow control at stations up to 15 million gallons per day (MGD).

11.3 Refer to Sections 5 and 8 for disposal and equipment requirements.

12. Three Dimensional (3D) OPTICAL MANHOLE AND SANITARY SEWER SCANNING SERVICES:

12.1 The inspection camera system for the Digital Panoramic Manhole Inspection shall clearly provide 360-degree manhole inspection images, capturing 100% of the manhole cavity for review. The inspection camera system shall be 100% digital.

12.2 The manhole inspection camera system shall have two independently or simultaneously controlled digital cameras, one facing in the downward direction and one facing in the upward direction. Each camera must have a minimum of 185-degree field of view.

12.3 The inspection camera system shall sufficiently illuminate the interior of the manhole to clearly capture the interior structure of the manhole for inspection and review.

12.3.1 The inspection system shall produce individual images or frames to produce crisp, clear images.



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- 12.3.2 The lighting must be able to illuminate pipeline from 6-inch to 90-inch diameter without the need of any auxiliary lighting.
- 12.4 Contractor shall review collected data, code observations, and complete a full MACP evaluation of each inspected manhole by MACP certified personnel.
 - 12.4.1 The WCD authorized representative shall have the ability to view the digital film file in the way that the Contractor can view them, including full control of the virtual pan and tilt.
- 12.5 The digital film files to be submitted to WCD shall include an unfolded view of the manhole and shall allow the locating and measuring of defects and manhole objects.
 - 12.5.1 The digital film files shall include the capability to produce a 3D representation of the manhole structure and to perform geometric measurements.
 - 12.5.2 This file shall be exportable to common Computer-Aided Design (CAD) programs for further analysis.
- 12.6 The digital file files shall include a distortion-free virtual pan and tilt feature allowing the review of the manhole structure from any angle from any depth using a computer mouse.
 - 12.6.1 The virtual pan and tilt images shall be able to view the manhole 360-degrees in any direction.
 - 12.6.2 The virtual pan and tilt and unfolded views shall be viewable by WCD without the need of purchasing additional software.
- 12.7 The inspection camera system for the Digital Panoramic Sewer Pipe Inspection shall clearly provide 360-degree sewer inspection images and shall be 100% digital.
- 12.8 Contractor shall review collected data, code observations, and complete a full PACP evaluation of each inspected pipeline by PACP certified personnel.
 - 12.8.1 The WCD shall have the ability to view the digital film file in the way that the Contractor can view them, including full control of the virtual pan and tilt.
- 12.9 The digital film files must include an unfolded view overview of the entire pipeline to view entire pipe segment at one time and shall allow the locating and measuring of defects and pipeline objects, including the ability to view into laterals.
- 12.10 The digital film files shall include the capability to produce a 3D representation of the pipeline and to perform geometric measurements.
 - 12.10.1 This file shall be exportable to common CAD programs or databases for further analysis.
- 12.11 The digital file files shall include a distortion-free virtual pan and tilt feature allowing the review of 100% of the pipe wall from any perspective using a computer mouse.
 - 12.11.1 The virtual pan and tilt images shall be able to view 360 degrees in any direction while maintaining an always-upright image.
 - 12.11.2 The virtual pan and tilt and unfolded views shall be viewable by the WCD without the need of purchasing additional software.



13. LASER/SONAR PROFILING REQUIREMENTS:

- 13.1 The Contractor shall have the ability to perform laser/sonar profiling within 24 hours as requested.
- 13.2 The digital CCTV camera shall produce a digital video image of at least 3 mega pixels per frame at 2048 x 1536 pixels.
 - 13.2.1 The camera angle shall be 180 degrees and shall be angled to include the complete soffit, forward view, and invert of the pipeline.
 - 13.2.2 The pan and tilt and zoon will be available in video play mode or within any still single image.
 - 13.2.3 The light source shall be at least 4500 lumens, or equivalent.
- 13.3 The Laser Profiler shall take a 360-degree profile of the exposed pipe surface at 12 slices per second and provide measurements accurate to 1.5 millimeters at 3 meters in pipelines 48 inches and larger.
 - 13.3.1 The sonar shall take a 360-degree profile of the surcharged pipe surface at 1 slice per second.
 - 13.3.2 Calibration verification equipment shall be used on every inspection run.
- 13.4 A high resolution, 3D laser, Computerized Axial Tomography (CAT) scan shall be produced by taking high resolution individual laser profile and sonar slices and joining them together in a 3D slice-based renderer at 12 frames per second to be continuous throughout the inspection length.
- 13.5 A winch tethered float shall be used when the pipeline has 8 inches or more of flow.
 - 13.5.1 A skid mounted with laser and digital CCTV shall be used when the flow is below 8 inches and the skid shall be transported at less than 18 feet per minute.
 - 13.5.2 The winch and float shall be capable in inspecting reaches up to 5,000 feet in length.
 - 13.5.3 An industry standard CCTV cable distance counter integrated with the profiler system shall be used on all inspection lengths.

14. SCHEDULED AND EMERGENCY RESPONSE TIME:

- 14.1 The Contractor may be contacted by WSD or SMD to respond to scheduled and emergency service calls for the sanitary sewer or storm drain system.
- 14.2 The Contractor's staff must respond via phone within 24-hours of receipt of a scheduled service call. Contractor must start providing on-site services within three (3) business days after receiving a purchase order from the City.
- 14.3 The Contractor's representative must respond via phone within one (1) hour of receipt of an emergency service call. Contractor must start providing on-site services within one (1) of responding to the call.



15. LOCATION:

Sanitary Sewers and Lift Stations are located within the City of Phoenix, Water Services Department, Wastewater Collection System service area. Storm drains are located within the City of Phoenix, Street Transportation Department service area.

16. CONFINED SPACE ENTRY:

16.1 The Contractor's confined space entry program must meet all federal, state, local, and City regulations, and requirements. The City reserves the right to modify the Contractor's confined space entry program where it is determined to be in the best interest of the City.

16.2 The Contractor must have a written confined space entry program and an employee training program that complies with WSD's Confined Space Program and OSHA regulation 1910.146 or most recent regulation. The document shall include information detailing pre-entry preparation, required personal protective equipment (PPE), communications system, monitoring equipment, ventilation, fall protection and rescue plan.

17. SUBCONTRACTORS:

17.1 During the performance of the contract, the Contractor may utilize subcontractors as may be required for the timely completion of the Contract.

17.2 The Contractor may not subcontract any segment or services covered herein, without prior approval from the City's Project Manager.

17.3 All subcontractors used under the scope of the Contract shall meet all requirements, terms and conditions set forth herein.

17.4 All subcontracted services shall be warranted by and be the responsibility of the Contractor. The Contractor may not subcontract out more than 40% of the work.

18. CONTRACTOR QUALIFICATIONS:

18.1 Contractor must have a minimum of five (5) years' experience providing sewer and storm drain pipe inspection, cleaning, and CCTV services.

18.2 Contractor must be an Arizona licensed contractor.

18.3 Contractor must have sufficient equipment (including but not limited to jet hydro-vac combination trucks, and CCTV vans) and required software as outlined in the scope of work.

18.4 During the term of the contract, Contractor shall maintain the necessary staffing capability, capacity and resources to provide the requested services.



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18.5 All work shall be executed by skilled staff with sufficient documented training/education and years of experience providing sewer and storm drain pipe inspection, cleaning, and CCTV services.

18.6 The Contractor's Project Manager must possess PACP and MACP certifications at the time of submittal.

19. TRAFFIC CONTROL:

19.1 All traffic and/or traffic control devices shall be provided, maintained, and or controlled as specified in the City of Phoenix Traffic Barricade Manual (latest revision) located at https://www.phoenix.gov/streetssite/Documents/d_039129.pdf#search=traffic%20control%20plan.

19.2 Any traffic restrictions shall be coordinated with the City of Phoenix Street Transportation Department Right of Way Management Section at 602.262.6235, Maricopa County Department of Transportation (MCDOT) via <https://www.mcdot.maricopa.gov/499/Permits> and the Arizona Department of Transportation (ADOT) at <https://www.azdot.gov/business/Permits>, when applicable.

20. PERMITTED NIGHT WORK AND PUBLIC NOTIFICATION:

20.1 Cleaning/debris removal requiring minimal flows are permitted during non-traditional work hours with approval from a WSD or SMD representative. Non-traditional work hours are 10:00p.m. through 5:59a.m.

20.2 Contractor must notify WSD, SMD and homeowners a minimum of 48 hours before the start of any work in the residential areas. All costs for public notification are the responsibility of the Contractor.

21. TRADITIONAL WORK HOURS:

Traditional work hours will be Monday through Friday, 6:00a.m. through 9:59p.m. The Contractor may also be required to work on City holidays, weekends (Saturday and Sunday) and during non-traditional work hours.

22. PERMITS / AUTHORIZATIONS:

The City's infrastructure is sometimes located in ADOT right of way along Maricopa County streets, in Paradise Valley, Glendale, Scottsdale, or on airport property. Contractor shall be responsible for obtaining and following the terms of any and all permits or authorizations required to perform these services.



23. SAFETY:

- 23.1 The Contractor shall utilize safety equipment with clearly visible warning devices approved by the US Department of Transportation Federal Highway Administration, Arizona Department of Transportation (ADOT), and City of Phoenix Street Transportation Department to ensure the safety of intended staff and public or private transportation.
- 23.2 The Contractor shall provide PPE to all staff and ensure that the PPE is utilized for the duration of services to minimize the risk of personal injury. Examples of PPE include but is not limited to protective footwear, hard hats, gloves, eye protection, hydrogen sulfide gas meters, and reflective vests.
- 23.3 Contractor's staff may be required to attend safety briefings prior to working in or around WSD sites including wastewater treatment plants, lift stations, and/or confined spaces, at no cost to the City.

24. DELIVERABLES:

24.1 Cleaning/Debris Removal Documentation

24.1.1 Copies of the Contractor's work orders and associated City-approved cleaning/debris removal form shall be submitted electronically with the associated invoice.

24.1.2 Sanitary sewer and/or storm drain cleaning services must include the following information:

- Date of cleaning services
- Quarter Section of work
- Pipe size and material
- Exact location of work performed (manhole to manhole)
- Total length of segment cleaned
- Water usage per Section 7 (if applicable)
- Whether or not the cleaning was completed
- If the cleaning/debris remove was not completed, list the reason why.

24.2 CCTV Inspection Documentation and Videos

24.2.1 Inspection footage, inspection logs, and observation reports shall be submitted on a portable electronic device, CD, DVD, or external hard drive at the same time as the associated invoice for payment.

24.2.2 Inspection logs shall clearly identify the location of each infiltration point or other point of significance (such as locations of taps, unusual conditions, roots, cracks, fractures, broken pipe, presence of scale and corrosion, and other discernible features or defects in relation to an adjacent manhole per NASSCO standards. Still photos (screen shots)



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of each defect will be provided on the inspection log per the requirements in Section 10.

24.2.3 At the beginning of each inspection run, the general information of the inspection shall be displayed in the following format:

- a. Date of the recording
- b. Time of the recording
- c. Name of the Contractor performing the CCTV inspection
- d. Quarter Section
- e. Direction of inspection (upstream or downstream)
- f. Pipe type or liner material
- g. Pipe diameter
- h. Length of reach to be televised
- i. Manhole number from which the camera is traveling
- j. Manhole number to which the camera is traveling

24.2.4 In addition, each recording shall continuously display the following information:

- a. Quarter Section
- b. Number of the manhole from which the camera is traveling
- c. Number of the manhole to which the camera is traveling
- d. Date of recording
- e. Pipe diameter
- f. Pipe type/material
- g. Footage (continuously updated as indicated below)

24.2.5 For still photographs/screen shots, the information shall be displayed at the lower left-hand corner of the image in accordance with the following format:

- a. Quarter Section
- b. Manhole number to manhole number
- c. Pipe size and material
- d. Date of inspection
- e. Location of defect in terms of feet from starting manhole

24.3 3D Optical Manhole and Sewer Scanning Services

24.3.1 The Contractor must supply the City with single or dual layer DVD's, a removable hard drive, or other pre-approved media containing the data and reports.

24.3.2 Files must meet the criteria outlined in Section 12.

24.4 Laser/Sonar Profiling Requirements

24.4.1 Corrosion and debris reports shall be presented in a color-coded format as an unrolled illustration of the pipe condition throughout the



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circumference of the pipe over the length of the inspection. Cross-sectional observations should be taken to highlight area of worst corrosion.

24.4.2 Three hundred sixty-degree reference cross section shall be included in the report every 50 feet. The 360-degree profile shall be made up of laser only when the flow is less than 8 inches; sonar only when clearance of flow to the soffit of the pipeline is less than 10 inches; or a combination profile for all other instances.

24.4.3 A 3D laser CAT scan shall be produced and included with the report. The 3D laser CAT scan will be produced by joining the continuous laser and Sonar data. A debris graph shall be produced for every section plotting the debris for every 1 second sonar slice. Cross-sectional observations should be taken to highlight area of highest debris levels. Digital CCTV images of defects shall also be included in the report.

25. STANDARDS:

All work performed under this scope of work shall adhere to the following standards:

- a. Occupational Safety and Health Administration (OSHA)
- b. National Association of Sewer Service Companies (NASSCO)
- c. Pipeline Assessment and Certification Program (PACP)
- d. Manhole Assessment Certification Program (MACP)
- e. Environmental Protection Agency (EPA)
- f. Arizona Department of Environmental Quality (ADEQ)
- g. Maricopa County Environmental Services Division (MCESD)
- h. Arizona Department of Transportation (ADOT)
- i. Maricopa County Department of Transportation (MCDOT)
- j. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 11172 Moving Picture Experts Group (MPEG) I Specification
- k. WSD Confined Space Program

26. ACCEPTANCE CRITERIA:

26.1 Should an item fail to meet the applicable standards as stated in the scope of work in either accuracy or quality, the Contractor shall clean, re-inspect, record, and resubmit, at no additional cost to the City. This re-inspection shall occur immediately following the failed inspection and the process will continue until the inspection meets these quality standards.

26.2 Work performed by the Contractor without the consent or direction of the authorized WCD or SMD representative or duplicate work may not be accepted and may be rejected for payment.



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1. COPIES:

- 1.1 Please submit **one original of the proposal with pricing, three (3) copies without pricing**, and one electronic copy of the proposal on a portable drive or CD, that includes this Submittal section and all other required documentation.
- 1.2 Please submit **Tabs A through J. 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 offer opening date and is irrevocable unless it is in the City's best interest to do so.

2. PROPOSAL FORMAT:

2.1 The written proposal should be:

- 2.1.1 Signed by an authorized representative of the Offeror;
- 2.1.2 Submitted with contact information for the individual(s) authorized to negotiate with the City;
- 2.1.3 Typewritten for ease of evaluation;
- 2.1.4 Submitted in a binder, preferably using double sided copying and at least 30% post-consumer content paper;

2.2 Submit the following items **tabbed** per the following major sections:

Tab A	Table of Contents	
Tab B	Experience and Qualifications – see Section I – Instructions, para. 12	450 Points
Tab C	Method of Approach – see Section I – Instructions, para. 12	300 Points
Tab D	Company Resources – see Section I – Instructions, para. 12	150 Points
Tab E	Attachment C - Cost of Services	100 Points
Tab F	Section VI – Submittals	
Tab G	Attachment A – Conflict of Interest & Solicitation Transparency Disclosure Form	
Tab H	Attachment B – References	
Tab I	Pre-Award Qualifications as instructed in Section I – Instructions, para. 15	

15.1 Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation.

15.2 Offeror's Project Manager must hold a PACP and MACP certification.

15.3 Offeror must be an Arizona licensed contractor.

Tab J Acknowledgement of Addenda(s), if applicable



3. COSTS AND PAYMENTS:

Payments 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.



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CITY OF PHOENIX

OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

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

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

Authorized Signature

Date

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

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Ed Zuercher, City Manager

_____ Awarded this _____ day of _____ 2019
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.



ATTACHMENT A – CONFLICT OF INTEREST & SOLICITATION TRANSPARENCY DISCLOSURE FORM

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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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:



**ATTACHMENT A – CONFLICT OF INTEREST &
SOLICITATION TRANSPARENCY DISCLOSURE
FORM**

CITY OF PHOENIX

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

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

I am not aware of any conflict(s) of interest under City Code Section 43-34.

I am aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

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

I am aware of the following conflict(s) of interest:

9. Acknowledgements



ATTACHMENT A – CONFLICT OF INTEREST & SOLICITATION TRANSPARENCY DISCLOSURE FORM

CITY OF PHOENIX

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

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

10. Fraud Prevention and Reporting Policy

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

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

OATH

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

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



ATTACHMENT B - REFERENCES

CITY OF PHOENIX

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 Sewer Cleaning and Inspection.

The Offeror may not use the City of Phoenix as a reference.

Company Name _____

Address _____

Reference Name _____

Telephone Number _____

Email Address _____

Company Name _____

Address _____

Reference Name _____

Telephone Number _____

Email Address _____

Company Name _____

Address _____

Reference Name _____

Telephone Number _____

Email Address _____



ATTACHMENT C – COST OF SERVICES

CITY OF PHOENIX

1. LABOR RATE AND PRICES:

For purposes of determining the price, the City will not take tax into consideration. After contract award, all applicable taxes will apply. Prices shall be all-inclusive with the exception of tax.

All quantities are estimates and the City does not guarantee that the Contractor will receive a specific amount of work.

The Contractor will include the cost of traffic control devices, associated traffic control plans and authorizations, cost of permits, and all other incidentals, in the cost to perform the required services.

Provide pricing for the following:

Contractor’s after hours’ labor rate starts at _____p.m.

Labor Rate: For work performed after 10:00p.m. \$ _____/per hour

Labor Rate: For work performed on Saturday or Sunday \$ _____/per hour

Labor Rate: For work performed on City Holidays \$ _____/per hour

Labor rates will not be included as a factor for award.

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price (No tax)	Estimated Total Price (No tax)
1	Scheduled & Emergency sewer cleaning & debris removal in 6” – 90” diameter sanitary sewer lines	Hour	900	\$ _____	\$ _____
2	CCTV Inspections for 6” – 90” diameter sanitary sewer lines	Hour	635	\$ _____	\$ _____
3	Lift Station Wet Well Cleaning	Hour	50	\$ _____	\$ _____
4	3D Optical Sanitary Sewer Scanning	Linear Foot	5,000	\$ _____	\$ _____

**ATTACHMENT C – COST OF SERVICES****CITY OF PHOENIX**

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price (No tax)	Estimated Total Price (No tax)
5	3D Optical Manhole Scanning	Linear Foot	150	\$ _____	\$ _____
6	Scheduled & Emergency Storm Drain Cleaning jobs less than or equal to 4,000 LF	Hour	700	\$ _____	\$ _____
7	Scheduled & Emergency Storm Drain Cleaning jobs greater than 4,000 LF	Hour	500	\$ _____	\$ _____
8	Scheduled & Emergency Storm Drain System CCTV Inspection for jobs less than or equal to 4000 LF	Hour	700	\$ _____	\$ _____
9	Scheduled & Emergency Storm Drain System CCTV Inspection for jobs greater than 4,000 1 LF	Hour	500	\$ _____	\$ _____
10	Laser/Sonar Profiling	Linear Foot	25,000	\$ _____	\$ _____
Estimated Grand Total					\$ _____