



CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 13-064 (BCH)

**PREVENTATIVE MAINTENANCE OF LENEL ACCESS CONTROL SYSTEMS -
REQUIREMENTS CONTRACT**

CONTACT PERSON
Barbara C. Hummell, CPPB
Contract Specialist II
602-495-0699
Barbara.hummell@phoenix.gov



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

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SECTION I - INSTRUCTIONS

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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



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1. INTRODUCTION

The City of Phoenix invites sealed bids for **Preventative Maintenance of Lenel Access Control Systems – Requirements Contract** for a one-year period commencing on or about **April 1, 2013**, with four one-year renewals in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

- A. 990-05 Alarm Services
- B. 990-22 Card Access Security Services
- C. 990-39 Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting

3. SCHEDULE OF EVENTS

Bid Issue Date	December 21, 2012
Pre-Bid Conference	January 8, 2013, 10:30 a.m., Local Arizona Time
Site Visits	January 11, 2013, 9:00 a.m. and 2:00 p.m., Local Arizona Time
Written Inquiries Due Date	January 15, 2013, 2012, 9:00 a.m., Local Arizona Time
Bid Due Date	February 1, 2013, 2:00 p.m., Local Arizona Time

Pre-bid Location: Calvin Goode Building
City of Phoenix Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Conference Room 827
Phoenix, AZ 85003

Site Visits: **January 11, 2013, 9:00 a.m.:**
Phoenix Goodyear Airport
Terminal Building
1658 S. Litchfield Road
Goodyear, AZ 85338

January 11, 2013, 2:00 p.m.:
Phoenix Deer Valley Airport
Main Terminal, Second Floor
702 W. Deer Valley Road
Phoenix, AZ 85027



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Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

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

4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested offerors may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

5. **PREPARATION OF BID**

5.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

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

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

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

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



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- 5.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 5.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 5.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 5.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html> or by calling (602) 262-7181. The offeror shall acknowledge receipt of an addendum by signing and returning the document with the bid submittal.

7. LICENSES

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

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

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

9. SUBMISSION OF BID

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

Bids 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)
IFB Number
IFB Title

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

10. WITHDRAWAL OF OFFER

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

11. BID RESULTS

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

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

12. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

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

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



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

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

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

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

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

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

15. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the Preventative Maintenance of Lenel Access Control Systems, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through **Barbara Hummell**, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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



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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.**

16. PROTEST AND APPEAL PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website

<http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

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



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 proposal as non-responsive.

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

May: Indicates something that is not mandatory but permissible.

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

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



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

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:



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- A. Special terms and conditions
- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid.

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

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

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

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

3. CONTRACT ADMINISTRATION AND OPERATION

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

3.2 PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



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If a offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

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

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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

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

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

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

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

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee 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. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.



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

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

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

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

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

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



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

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

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

- 3.11 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- 3.12 IRAN AND SUDAN:** Pursuant to A.R.S. §§ 35.391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35.391 and 35-393, in either Iran or Sudan.
- 3.13 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.14 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 3.15 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.



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- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

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



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5.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

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

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

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

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

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify



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the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

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

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

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

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

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

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that



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

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

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.



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- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- 8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City’s request upon termination of this contract. Contractor agrees that all materials prepared under this contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.



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9. CONTRACT TERMINATION

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

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

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

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

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

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

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



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- 1. FOB POINT**
Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Deer Valley and Goodyear Airports.
- 2. SITE INSPECTION**
Bidders should visit the site and familiarize themselves with any conditions that may affect performance and bid prices. Submission of a bid will be prima facie evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.
- 3. PRICE**
All prices quoted shall be firm and fixed for the length of the contract.
- 4. AWARD**
Award will be made on an "all or none" basis. Prices must be shown for each item listed. Bids submitted without individual item prices listed will be considered as non-responsive and rejected.
- 5. METHOD OF ORDERING (CONTRACT ORDER RELEASE)**
Individuals specifically authorized by the Deputy Finance Director, Purchasing Division, will place verbal orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.
- 6. METHOD OF INVOICING (AVIATION):** Invoice must include the following:
 - A. City purchase order number, requisition number or contract agreement number.
 - B. Items listed individually by the written description and part number.
 - C. Unit price, extended and totaled.
 - D. Quantity ordered, back ordered, and shipped.
 - E. Applicable tax.
 - F. Invoice number and date.
 - G. Requesting department name and "ship-to" address.
 - H. Payment terms.
 - I. FOB terms.
 - J. An additional copy of the priced out invoice is to be provided to the Aviation Department.
- 7. METHOD OF PAYMENT (CONTRACT ORDER RELEASE)**
Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted against the contract release. Invoices must contain the CR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.
- 8. INDEMNIFICATION CLAUSE: (STANDARD SERVICE)**
Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the



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Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

INSURANCE REQUIREMENTS:

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

The insurance requirements herein 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 contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage 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.

Commercial General Liability – Occurrence Form

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

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

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

Automobile Liability

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

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

Worker's Compensation and Employers' Liability

Workers' Compensation and Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

Technology Errors and Omissions Liability

The policy shall cover errors and omissions, product failure, security failure, professional liability and personal injury for those positions as defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

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

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

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: purchasing.admin@phoenix.gov ; or sent by facsimile transmission to (602)-534-1933.



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

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

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

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

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

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

9. **CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:**

a. **Contract Worker Background Screening**

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



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b. Background Screening Requirements and Criteria

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

c. Additional City Rights Regarding Security Inquiries

In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

d. Contractor Certification

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

e. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

f. Materiality of Background Screening Requirements; Indemnity

The Background Screening requirements of this Section are material to the City's entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in Section II 6.3 of this Contract, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section II 6.3) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

g. Continuing Duty; Audit

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section IV item #42 Audits.



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

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

a. **Badges**

After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at:

<http://www.phxskyharbor.com/about/securitybadging.html>

b. **Key Access Procedures**

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

c. **Stolen or Lost Badges or Keys**

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

d. **Return of Badges or Keys**

All badges and keys are the property of the City and must be returned to the City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Contract.

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

Contractor's default under this Section shall include, but is not limited to, the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Contract without the proper badge, key or Background Screening; (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 (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Contract. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree



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that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Contractor of 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 Contract in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months, or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months, shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies and interests under this Contract, at law and in equity including, but not limited to, termination of this Contract.

11. OPTION TO EXTEND

The City may, at its option and with approval of the Contractor, extend the period of this agreement up to four (4) additional year(s), in increments of up to one year.

12. 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.

13. ACCESS TO WORK AREA

The project manager will identify project areas, storage area and parking to be utilized by the Contractor.

14. SUSPENSIONS OF WORK

The City and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. 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 department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Mike Youngs
Phone: 602-683-3709

16. CONTRACTOR'S PERFORMANCE

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



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The Contractor will have 48 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

17. 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 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.

18. 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 the Contractor's 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 project manager will be consulted.

19. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

20. FINAL INSPECTION AND APPROVAL

The Contractor will request the project manager to conduct a site inspection after the project is complete. The project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

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

21. TYPES OF WORK SUPERVISION

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

22. LEGAL WORKER REQUIREMENTS

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



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

23. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (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.

24. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250.00. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

25. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT

In order to do business with the City, Contractor must comply with Phoenix City Code, Chapter 18, Article V, as amended, and as specifically prescribed in Exhibit A, Section C.

26. FEDERAL AFFIRMATIVE ACTION REQUIREMENTS

Contractor certifies that it is compliant with the Affirmative Action requirements as provided by 14 C.F.R. Part 152, subpart E. Contractor agrees to comply with the federal Affirmative Action requirements during the term of the Contract and Contractor will require its subcontractors to also comply with the federal Affirmative Action requirements in effect and as may be amended. Failure of Contractor and its subcontractors to maintain compliance during the term of the Contract, including renewal options, is a material breach and may result in termination of this Contract. See Exhibit A, Section B(8).

27. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.



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(As part of the National Transportation System and a recipient of federal grant monies, the Aviation Department is required to pass along to its contracting parties certain obligations. Every procurement that Finance/Purchasing is conducting for the Aviation Department should attach the Supplemental Terms and Conditions so that we can demonstrate to the FAA in the case of an audit that we are appropriately passing along federal requirements. The Supplemental Terms and Conditions also contain the revised Equal Opportunity Clause and to the paragraph above can review to this Exhibit and it includes the Iran/Sudan provision and Legal Worker Requirement. The next paragraph is a paragraph you can use to tell the potential proposers to look to the Supplemental Terms and Conditions for Airport projects.)

28. COMPLIANCE WITH LAWS; SUPPLEMENTAL TERMS AND CONDITIONS

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are or become applicable to this Contract. Contractor shall also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Exhibit A. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted.



SECTION IV - SCOPE OF WORK

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1. Scope of Work:

City of Phoenix Aviation Department is looking for an experienced vendor to service and maintain the existing Lenel Access Controls Systems at the Deer Valley and Goodyear Airports. To ensure systems are maintained to an acceptable standard by having a planned maintenance program recognized software support and reactive call out procedures. The term of the agreement is for one (1) year with four (4) options to extend the agreement of one (1) year each at the discretion of the Aviation Department Representative (A.D.R.)

2. Vendor Requirements

Only Vendors who meet these requirements will be considered:

- Must be a Lenel Value Added Reseller (V.A.R.).
- Must have a certified Lenel "MASTER" technician – who is directly employed by the vendor.
- Responding technician(s) at a minimum must possess a Lenel "Silver Certification".
- Have a business office within 50 miles of Phoenix Sky Harbor International Airport, of which normal day to day business for Security Service is managed from.
- To provide a fully detailed maintenance visit reports accessible from the web portal detailing procedures, results, recommendations and any non compliance.

3. Software Support

The Contractor shall provide LENEL Software upgrades as needed. All upgrades under this agreement shall be installed by qualified software engineers or technicians. Any changes to the system software configuration must be approved by the City of Phoenix A.D.R. in advance and adhere to the Aviation Department's change management procedures. The vendor will thoroughly test any new software patches or releases in a test or quality assurance environment prior to deploying in production. The vendor will provide City of Phoenix staff the opportunity to observe and or participate in any testing.

4. Preventative Maintenance Procedures

The contractor will be expected to perform a physical inspection of system components, test for proper operation, and clean and adjust system components listed below on a quarterly basis. The first scheduled quarterly Preventative Maintenance (PM) shall be performed within thirty (30) calendar days after contract acceptance. The second and all subsequent quarterly PM shall be conducted within ninety (90) calendar days of the preceding quarterly PM Service. All quarterly PM work shall be scheduled to be performed during normal working hours (8AM to 5 PM.) A PM visit consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement as required confirming proper system operation; minimizing malfunctions, breakdowns, and deterioration of systems and equipment; and identifying and/or performing any repairs required to bring the equipment up to the manufacturer's operating standards. The maintenance profile will extend to Locks, readers, contacts, power supply batteries and any other auxiliary Access Control Equipment. In addition, software, server/workstation, and Uninterruptible Power Supply (UPS) maintenance will be included as part of the service and is considered as a key requirement by the City of Phoenix Aviation Department.

5. Issue and Preventative Maintenance Tracking System

The vendor must utilize a Computerized Maintenance Management System (CMMS) to track preventative maintenance activities, service calls, and the status of any system issues. Data recorded in the system will be made accessible to City of Phoenix staff via a web based application.



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6. CMMS Functionality

- 6.1 The vendor will provide access to create, update and maintain all service work, inspections, and maintenance performed as part of the contract with the **City of Phoenix - Aviation Department**.
- 6.2 Online access to the CMMS must be available 24 hours a day, 365 days a year, with the exception of any scheduled system maintenance that will be communicated to the City of Phoenix at least 48 hours in advance.
- 6.3 The CMMS must be capable of providing color coded status flags for immediate notification of inspection results and the status of service calls.
- 6.4 The vendor shall provide a login ID and password to the **City of Phoenix - Aviation Department Representative** and to anyone that the **City of Phoenix - Aviation Department** requires periodic review of reports or to download reports in an open, non-proprietary format compatible with any standard Internet browser. Reports in the CMMS will provide the ability, searching by building or property name, or building or inspection ID and shall provide for filtering reports based on search results.
- 6.5 The CMMS will provide a complete listing of any and all inspection reports, sorted by Status Flag, location name, Inspection ID or Inspection date for a period of up to 5 years and shall maintain a means of identifying inspections that are past due, and those that have been replaced by a subsequent inspection. The vendor will provide access to maintain and update user accounts, and inspection data to the **City of Phoenix - Aviation Department Representative**.
- 6.6 The CMMS will be accessed utilizing secure 128-bit data encryption or higher at all times, including login. Security certificate shall be available to the **City of Phoenix - Aviation Department** for confirmation.
- 6.7 Usernames and passwords issued for the Inspection Portal will be compliant with City of Phoenix IT Standard Operating Procedure 1.5 for password creation and maintenance.

7. Bar Code-based Software

- 7.1 The vendor must utilize a mobile device for conducting tests and inspections with software that will record the device type, the manufacturer, the model number, addressable ID, install date, floor, direction, location and description of area where device is physically installed. The software shall also record the services performed during the test and inspection, the results of any such tests, and the recommendation for correcting any discrepancies found during the inspection.
- 7.2 Time and Date shall automatically be recorded whenever a bar code is scanned, or whenever service information is manually recorded on the mobile device. There shall be no means or method of changing the time and date once recorded by the user on the handheld device.
- 7.3 Software on the mobile device must be capable of displaying all of the devices within a building sorted by either Bar Code number, Device Type or Location. Software shall be capable of viewing the devices or items remaining to be inspected or tested, the device or items that have been inspected and passed, and devices or items that have been inspected and failed or other discrepancy.
- 7.4 A copy of all software used in the performance of PM inspections must be made available to **The City of Phoenix - Aviation Department Representative**.



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8. Bar Codes

- 8.1 Bar codes must utilize Code 3 of 9 or other approved format, and contain a minimum of eight (8) digits that comprise a unique serial identifier within the Web-based Reporting System. The serial number shall be printed below the bar code for identification purposes.
- 8.2 Bar codes shall be limited in size to no more than 2" (5cm) in width, and 3/8" (2 cm), in height and shall include a Mylar® or other protective coating to protect the bar code from fading due to sunlight or exposure for up to 7 years. Bar codes shall be issued on a roll containing no less than 2500 bar codes. In order to prevent photocopying or reproduction of serialized bar codes, at no time shall bar codes be issued on a sheet or other format suitable for copier machines or other similar reproduction equipment.
- 8.3 Bar codes shall be installed on each device in such a manner as to require that scanning of the bar code take place no further than 12" from the device during inspection.
- 8.4 Bar codes shall include a replacement warranty against deterioration due to sunlight for 7 years, and against manufacturer defect or failure for a period of 7 years from the date of installation. This warranty shall cover replacement of the bar code with the same product or like product as determined by the manufacturer. Warranty is void if tampering, improper use, or defacing of the bar code that would normally void manufacturer's warranty has occurred.

9. Inspection Reports/Data

- 9.1 Report will be supplied in each of the following formats:
- a) Online – Viewable over the Internet in a web page.
 - b) Download – Ability to download in excel, pdf, or other electronic formats.
 - c) Email – with a report attached to the message in an electronic format.
- 9.2 Delivery of Inspection Reports - Reports shall be completed by Company and submitted online for access and review by the **City of Phoenix - Aviation Department Representative** within 24 hours of completion of inspection. If a hard copy report is required by Company to the **City of Phoenix - Aviation Department**, it shall be supplied in a covered binder with separated section tabs and delivered within 72 hours.

10. Backup/Archive Services and Security

- 10.1 Company shall provide secure online access to data and reports for a period of at least five years. After the initial five year period, a data archive shall be available for a minimum of two years. After this period, data shall be made available on a CD or other suitable electronic media for archival purposes and delivered to the **City of Phoenix - Aviation Department Representative** upon request.
- 10.2 Data for the system shall be backed up daily onto other hard drive media. Tape backup systems are not permitted for data back-ups. Web Reporting Servers shall be protected against power loss via UPS and maintained in a co-location by a party other than the company.

11. Reactive Response

City of Phoenix Aviation Department require guaranteed response times to reactive callouts for repairs, which includes 24 hour/365 day a year provisioning.

Class I - Emergency Response – The ACAMS production application and/or database are down or the entire system is down. A one (1) hour response to site from the time the call is placed. These calls can be placed at anytime or day and are generally required for issues deemed as an emergency. Such as complete system failure or danger to life or limb instances.



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Class II – Intermediate response – Major access control and monitoring system functionality is severely impaired. A two (2) hour response to site from the time the call is placed. These calls can be placed at anytime or day and are generally required for issues deemed as an emergency.

Class III – Standard Response. Calls to be attended on a Next Working Day Basis (Monday – Tuesday – Wednesday – Thursday - Friday) Example: A service call made on Monday is to be responded to on Tuesday before 5pm. A service call placed on Friday is to be responded to on Monday before 5pm.

12. Technicians and Field Staff

As part of the Vendors submittal, the job description of the technicians to be used must be provided. In addition, certifications, appropriate tools and support carried by the technician are to be listed in the vendor’s submission. It must clearly demonstrate that the technician has both the skill set and ability to work on the system effectively and quickly. Field technicians must maintain a valid alarm agent’s license with the City of Phoenix.

13. Local Office

The vendor shall have an established place of business located within a 50 mile radius of central Phoenix. The technical staff which supports the Aviation Department maintenance agreement shall be based at such location.

14. System Locations and Equipment Schedules

Phoenix Deer Valley Airport
702 W. Deer Valley Rd.
Phoenix, AZ 85027
623-869-0975

Line Description	Qty	Item ID	Item Description
5647 Standard Grey Back Drop (Storm Clouds)	1	C00020	Back Drop
Annual Software Support (32 ESI) Dongle # 22886	1	SUSP-W-ES	support
Optiplex 320 w-17" LCD monitor.	1		
Single Reader Interface Module	1	LNL-1300	interface
Wireless Reader Interface	1	WRI-OTD-12VDC	Reader Interface
Weigand Output Radio Reader	1	AMWOR	Reader
Box Pedestals	2	PCH091	Pedestal
Dual Reader Interface Module	1	LNL-1320	interface
Proximity Reader	2	5455-BBGNOO	Reader
EXA1000 LINEAR	1	LN-AAE00198	EXA1000 LINEAR
Dell Dimension 3100 Intel Pentium 4 Processor 521	1		
Adam's Wright Crash Bar	2	8802EL36-24	Adam's Wright Crash Bar
Altronix Door Hardware Power Supply w/ Battery Backup	11	AL400ULX	power supply
HID Maxi Prox (Grey)	4	5375-AGN00	Prox Cards
PIR Request to Exit Sensor	1	DS-150i	sensor
Line Description	Qty	Item ID	Item Description
Sentrol Door Cords	12	2707A	Sentrol Door Cords
Single Reader Interface Module	4	LNL-1300	interface



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SZ-1581V - 600 LB SDC Lock	1	1581	SZ-1581V - 600 LB SDC Lock
Block Coded Transmitter	1	MT-1B	Block Coded Transmitter
Weigand Output Radio Reader	1	AMWOR	Reader
FBR OPT MPD Hi-Performance	1	S711DR-EST	FBR OPT MPD Hi-Performance
FBR OPT MPD Hi-Performance	1	S711DT-EST	FBR OPT MPD Hi-Performance
1104 4.5x4.5 10B bb1279	1		Hinge-Full Mortise-Standard Weight-Ball Bearing-Steel Base-Oil Rubbed Bronze Finish
12/24VDC 6 Amp Board Only	1	AX-AL600ULB	12/24VDC 6 Amp Board Only
S711DR-EST	6		Receiver
S711DT-EST	6		Transmitter
3 ft. Fiber Jumper Single Mode ST/SC	1		
3 ft. Fiber Jumper Single Mode ST/ST	1		
10B 24V Lock set	1	SAR60-10G71LL	10B 24V Lock Set
ACS1104 4.5x4.5 US10B - Transfer Hinge	1		
SAR60-1067LLUS10B - Sargent Electronic Lock	1		
Forms Designer Software Option	1	SW-G-1210	Software
Altronix Power Supply & XFMR	1	AL600ULX	power supply
Option Plate	6	501	option
Strike	6	5000-24D-630	Strike
CompUSA - 2 Rack Mount Switch for PC's	1		
5104 - 1/2" Hes Lip Extension	7		
AMWOR	1		Linear AMWOR Wiegand Output Receiver
MT-1B	1		
15VA - UPS	2		
Mirror Back Box	13	BW-BW98	Back Box
Altronix Door Hardware Power Supply w/ Battery	9	AL400ULX	power supply
GHA Epson Printers	1		
SZ-1581V - 600 LB SDC Lock	3		
ZASr2707A - Magnetic Switches	12		
B-Lime B54SHGALV10 SLOT CHNL	10		
1575SDC - 600lb 24V DC Maglock	3		
8802EL3624 - Electrified Panic Bar Alarms	2		
Line Description	Qty	Item ID	Item Description
9600630 - HES 9600 Series Door Strike s/630 Finish	6		



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9600630 - HES 9600 Series Door Strike w/ 630 Finish	3		
Altronix Door Hardware Power Supply w/ Battery Backup	6	AL400ULX	power supply
Card Reader Pedestal Gsneck Low Only	1	GNS	Pedestal
Card Reader Pedestal Gsneck Low Only	1	GNS	Pedestal
Card Reader Pedestal High/Low Combo	12	1200039	Pedestal
Card Reader Pedestal High/Low Combo	4	1200039	Pedestal
Fiber P[ro]toc Data Transceiver	2	FDX2671A	Transceiver
PIR Request to Exit Sensor	9	DS-150i	sensor
PIR Request to Exit Sensor	2	DS-150i	sensor
SDC431CRU - Push Button to Exit SDC	1		
SDC431CRu - Push to Exit Button (SDC)	1		
Single Mode Transceiver	2	FDX2671B	Tranciever
SR-2727A Magnetic Balanced Dppr Swotcjes	8		
Dual Reader Interface Module	18	LNL-1320	interface
Dual Reader Interface Module	10	LNL-1320	interface
HID Maxi Prox (Grey)	2	5375-AGN00	Prox Cards
HID Maxi Prox (Grey)	2	5375-AGN00	Prox Cards
Indoor/Outdoor Remote Antenna Module	1	ANT-REM-I/O	Antenna
Intelligent System Controller	2	LNL-500	controller
Intelligent System Controller	1	LNL-500	controller
KEYPAD AND PROX	37	5355-AGK09	KEYPAD
Nisca Badge Printer	1	NIS-NP5300-P	Printer
On Guard Universal Capture Camera	1	CAM202704-USB	Capture Camera
Ongaurd Client Workstation W/ PC	4	PCC-32ES	Client Workstation (Dell GX-620XP
Ongaurd Server System w/ PC Badging (On Guard 2008 Plus Video Viewer)	1	PCS-32ESI	Server System (Dell Power Edge 2950)
Panel Interface Module	1	PIM-TD2	Interface
Server Software	1	SWS-32ESI	software
Single Reader Interface Module	2	LNL-1300	interface
Single Reader Interface Module	2	LNL-1300	interface
Upgrade Access Readers (Max of 64)	1	32ES-32RUP	Access
USB- NTSC-CCD Image Capture Kit	1	CAM20Z704-USB-P	Camera
Wireless Reader Interface	2	WRI-OTD-12VDC	Reader Interface
Panasonic WV-NW964 PTZ Camera	1	WV-NW964 PTZ	PTZ Camera
APC Smart UPS Rack Mount	1	UPS 1500 XLM	UPS
APC Smart UPS	2	UPS 1000	UPS



SECTION IV - SCOPE OF WORK

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

Phoenix Goodyear Airport
 1658 S. Litchfield Rd.
 Executive Terminal
 Goodyear, AZ 85338
 623-932-1200

Line Description	Qty	Item ID	Item Description
Annual Software Support (32 ESI) Dongle # 23109	1	SUSP-W-ES	support
Optiplex 320 w-17" LCD monitor.	1		
Wireless Reader Interface	1	WRI-OTD-12VDC	Reader Interface
Weigand Output Radio Reader	1	AMWOR	Reader
Box Pedestals	2	PCH091	Pedestal
Dual Reader Interface Module	1	LNL-1320	interface
EXA1000 LINEAR	1	LN-AAE00198	EXA1000 LINEAR
Dell Dimension 3100 Intel Pentium 4 Processor 521	1		
Adam's Wright Crash Bar	2	8802EL36-24	Adam's Wright Crash Bar
Altronix Power Supply & XFMR	1	AL600ULX	power supply
HID Maxi Prox (Grey)	4	5375-AGN00	Prox Cards
PIR Request to Exit Sensor	1	DS-150i	sensor
Sentrol Door Cords	8	2727A	Sentrol Door Cords
SZ-1581V - 600 LB SDC Lock	1	1581	Lock
Block Coded Transmitter	1	MT-1B	Block Coded Transmitter
Weigand Output Radio Reader	1	AMWOR	Reader
1104 4.5x4.5 10B bb1279	1		
KCAT 8271 LNL 10B 24V FSE	1		
12/24VDC 6 Amp Board Only	1	AX-AL600ULB	12/24VDC 6 Amp Board Only
10B 24V Lock set	1	SAR60-10G71LL	10B 24V Lock Set
ACS1104 4.5x4.5 US10B - Transfer Hinge	1		
AL600ULB - Board Only	1		
PD4CB - Board Only	1		
Forms Designer Software Option	1	SW-G-1210	Software
Option Plate	6	501	option
Strike	6	5000-24D-630	Strike
5104 - 1/2" Hes Lip Extension	7		
AMWOR	1		
MT-1B	1		
15VA - UPS	1		
Mirror Back Box	13	BW-BW98	Back Box
SZ-1581V - 600 LB SDC Lock	3		
ZASr2707A - Magnetic Switches	12		
8802EL3624 - Electrified Panic Bar Alarms	2		
9600630 - HES 9600 Series Door Strike s/630 Finish	6		
9600630 - HES 9600 Series Door Strike w/ 630 Finish	3	9600630	HES 9600 Series Door Strike



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Line Description	Qty	Item ID	Item Description
PIR Request to Exit Sensor	2	DS-150i	sensor
SDC431CRu - Push to Exit Button (SDC)	1		
SR-2727A Magnetic Balanced	8	SR-2727A	Sentrol high security
Dual Reader Interface Module	8	LNL-1320	magnetic contacts
HID Maxi Prox (Grey)	2	5375-AGN00	interface
HID Maxi Prox (Grey)	2	5375-AGN00	Prox Cards
Indoor/Outdoor Remote Antenna Module	1	ANT-REM-I/O	Prox Cards
Intelligent System Controller	1	LNL-500	Antenna
KEYPAD AND PROX	16	5355-AGK09	controller
Nisca Badge Printer	1	NIS-NP5300-P	KEYPAD
		CAM202704-	Printer
On Guard Universal Capture Camera	1	USB	Capture Camera
Ongaurd Client Workstation W/ PC	2	PCC-32ES	Client Workstation
Ongaurd Server System w/ PC Badging	1	PCS-32ESI	Server System
Panel Interface Module	1	PIM-TD2	Interface
Server Software	1	SWS-32ESI	software
		CAM20Z704-	
USB- NTSC-CCD Image Capture Kit	1	USB-P	Camera
APC Smart UPS Rack Mount	1	UPS 1500 XLM	UPS
APC Smart UPS	2	UPS 1000	UPS



SECTION V - SUBMITTAL

CITY OF PHOENIX
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Please submit **one original and two (2) copies** of the Submittal (Section V). **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. BID PRICE SCHEDULE

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

No.	DESCRIPTION	PRICE (Excluding Tax)
1.	Monthly Price for Testing and Inspection of the complete access control system(s), network(s), and associated components and devices throughout the Deer Valley and Phoenix Goodyear Airports	\$ /month
2.	Fixed Hourly Labor Rate (all labor included)	\$ /hour

LENEL MSRP LIST PRICE FOR NEW OR REPLACEMENT COMPONENTS AND DEVICES:

LENEL WEBSITE	PUBLISHED PRICE LIST NUMBER	DATE OF ISSUE	DISCOUNT

2. PAYMENT TERMS

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

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____
 Telephone Number _____

Alternate Contact _____
 Telephone Number _____

Company Name _____

Bid Opening Date: Friday, February 1, 2013 at 2:00 p.m. Solicitation No. IFB 13-064 (BCH)



SECTION V - SUBMITTAL

**CITY OF PHOENIX
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4. CUSTOMER REFERENCE LISTING

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor currently furnishing or has furnished, in the past, completed service for Preventative Maintenance of Lenel Access Control Systems.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Bid Opening Date: Friday, February 1, 2013 at 2:00 p.m. Solicitation No. IFB 13-064 (BCH)



SECTION V - SUBMITTAL

**CITY OF PHOENIX
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OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this 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. _____

Taxpayer's Federal Identification No. _____

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company's Toll Free #

Email Address

Indicate on a separate sheet, if Purchase Order or Remit to addresses is different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Company Name _____

Bid Opening Date: Friday, February 1, 2013 at 2:00 p.m. Solicitation No. IFB 13-064 (BCH)



SECTION V - SUBMITTAL

**CITY OF PHOENIX
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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon this 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
David Cavazos, City Manager

City Clerk

James Scarboro, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this _____ day of _____, 2013.

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.

Company Name_____

Bid Opening Date: Friday, February 1, 2013 at 2:00 p.m. Solicitation No. IFB 13-064 (BCH)



SECTION VI – EXHIBIT A

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

Supplemental Terms and Conditions to All Airport Agreements

A. Definitions

1. "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport and/or Phoenix Goodyear Airport, in accordance with the context of the contract.
2. "Contract" includes any and all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
3. "Contractor" means every lessee, sublessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.
4. "Premises" means the leasehold or site occupied by Contractor pursuant to the lease, license or permit that is the subject of this Contract.

B. Assurances

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.
2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City of Phoenix or the United States, either or both of said Governments shall have the right to judicially enforce said requirement.
3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public. Contractor further warrants that it will comply with all pertinent statutes, Executive Orders, and rules promulgated thereunder, to assure that no person is excluded on the grounds of race, creed, color, national origin, sex, age, or handicap.
4. As a part of the consideration for this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations exist and may be amended from time-to-time.

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



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

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

6. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City of Phoenix shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
7. Contractor agrees to insert the foregoing six provisions in any contract by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.
8. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

If Contractor employs 15 or more persons, Contractor shall annually submit to the City of Phoenix the reports required by paragraph (c) of 14 C.F.R. § 152.415, on the same basis as stated in paragraph (c) of 14 C.F.R. § 152.415, and Contractor shall require each subcontractor, with 15 or more employees, to annually submit the reports required by paragraph (c) of 14 C.F.R. § 152.415 through Contractor to the City of Phoenix, for transmittal by the City of Phoenix to the FAA.

If Contractor employs less than 15 employees, Contractor shall submit to City of Phoenix for transmittal to the FAA an aggregate employment report on an EEO-1 or any superseding EEOC form.

9. City of Phoenix reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions.
10. The City of Phoenix reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.
11. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation or maintenance of the Airport. In the event that FAA or its successors require modifications or changes in the Contract as a condition to the obtaining of funds for improvements at the Airport or as a requirement of any prior grants, Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications or changes as part of this Contract.



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12. The Contract is subordinate to the reserved right of the City of Phoenix, its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.
13. Contractor agrees to comply with the notification and review requirements as required by Title 14 of the Code of Federal Regulations, 14 CFR Part 77- Objects Affecting Navigable Airspace, in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1— Notice of Proposed Construction or Alteration—and provide documentation showing compliance with the federal requirements. Once the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation for: (1) Phoenix Sky Harbor International Airport, 1,133 feet; (2) Phoenix Goodyear Airport, 968 feet; (3) Phoenix Deer Valley Airport, 1,476 feet. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.
14. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.
15. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e).
16. This Contract and all the provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.
17. If the Contract involves construction, the contractor shall carry out the project in accordance with FAA airport design, construction and equipment standards and specifications current on the date of project approval.
18. Contractor is encouraged to use fuel and energy conservation practices.

C. City of Phoenix Equal Employment Opportunity Requirement

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

"Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The 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.



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

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

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

E. Conflict of Interest

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

H. Disadvantaged Business Enterprise Requirements

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

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

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

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