



CITY OF PHOENIX

HOUSING DEPARTMENT

Melanie Bynoe Torzala
Procurement Officer

251 W. Washington Street
4th Floor
Phoenix, AZ 85003
(602) 262-4927

Hou.procurement@phoenix.gov

REQUEST FOR PROPOSAL
RFP FY23-086-01 (MBT)

HOUSING CUSTODIAL SERVICES
REQUIREMENTS CONTRACT

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SOLICITATION RESPONSE CHECKLIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in the Submittal section.
- Included signed addenda if any.
- Included one (1) original PDF copy submitted electronically via email; the Offer as indicated in the Submittal section.
- The electronic submission via email must have the solicitation number on the subject line.
- The body of the email must clearly show your company name and address, the solicitation number, solicitation title, and the Offer opening date.
- All items listed in Section VI-Submittals are included.

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



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1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed offers for Custodial Services for the Housing Department’s Senior and Housing locations for a five-year period commencing on or about February 1, 2023, in accordance with the specifications and provisions contained herein.

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

1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

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

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Site Visit	August 3, 2022	Multiple
Family Self Sufficiency Program	9:00 a.m.	810 S. 7th Avenue, Suite 3, 4 & 16, Phoenix, AZ 85007
Emmett Mcloughlin CTEC & FSS	9:30 a.m.	1150 S. 7th Ave, Phoenix, AZ 85007
Fillmore Gardens	10:30 a.m.	802 N 22nd Place, Phoenix, AZ 85006
Sunnyslope Manor	1:00 p.m.	205 East Ruth Avenue, Phoenix, AZ 85020
Maryvale Parkway Terrace	2:00 p.m.	4545 N Maryvale Pkwy, Phoenix, AZ 85031
Pre-Offer Conference via WebEx	August 4, 2022 10:30 a.m.	See Link Below
Written Inquiries Due Date	August 8, 2022, 4:00 p.m.	Email: Hou.procurement@phoenix.gov



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Offer Due Date	August 24, 2022, 2:00 p.m.	Email: Hou.procurement@phoenix.gov
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The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

Join from the meeting link

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m57dfa280701fd3a0d1fc013aeaabb1b1>

Join by meeting number

Meeting number (access code): 2463 296 6008

Meeting password: 6pxMsFXGE85

Tap to join from a mobile device (attendees only)

[+1-415-655-0001,,24632966008##](tel:+1-415-655-0001,24632966008##) US Toll

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Join from a video system or application

Dial [24632966008@cityofphoenix.webex.com](tel:24632966008)

You can also dial 173.243.2.68 and enter your meeting number.

4. PREPARATION OF OFFER:

- 4.1** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.
- 4.3** All time periods stated as a number of days will be calendar days.
- 4.4** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:



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- 4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 4.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 4.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
 - 4.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.
- 5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Department, Division, Address, Phoenix, AZ. It is the Offeror's responsibility to check the website throughout the entire solicitation



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period up to city council award, read the entire solicitation, and verify all required information is submitted with its offer.

6. **EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.
7. **INQUIRIES:** All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.
No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this solicitation until after City Council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**. The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.
8. **ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal, or the Offer may be considered non-responsive.
9. **BUSINESS IN ARIZONA:** The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.
10. **LICENSES:** If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
11. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page(s), Offeror certifies:
 - 11.1. The submission of the offer did not involve collusion or other anti-competitive practices.
 - 11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.



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11.3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

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

Offers must be submitted by email with the following information should be noted in the body of the email:

- Offeror’s Name
- Offeror’s Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date
- Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Operations Plan - This includes a narrative of its proposed Operations Plan

Tab 2 Experience and Qualifications - This includes a narrative and executive summary that demonstrates that it has the required experience and personnel.

Tab 3 Quality Assurance Program – This includes a narrative of its proposed quality assurance program plan.

Tab 4 Submittal Section (pages 72-81)

Tab 5 Signed Addenda if applicable

Tab 6 Pricing

All offers must be completed in ink or typewritten. Responses to the evaluation criteria **may not exceed 40 pages**.

13. EVALUATION CRITERIA:

13.1. In accordance with Administrative Regulation 3.10, Competitive Sealed Proposals awards shall be made to the responsive and responsible proposer(s) whose written proposal is determined to be the most advantageous to the City based on the evaluation criteria listed below. The Evaluation factors are listed in the relative order of importance:

Operations Plan	0 - 450 POINTS
Qualifications/Experience/References	0 - 200 POINTS
Quality Assurance Program	0 - 200 POINTS
Pricing	0 - 150 POINTS
TOTAL AVAILABLE POINTS:	0 -1000 MAXIMUM



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13.2. Operations Plan (0-450 points): Offeror is required to provide an executive summary of its proposed Operations Plan including the following:

- 13.2.1. Staffing Plan - Describe work schedules outlining daily, weekly, bi-monthly and monthly tasks for each location; List of employees to be working at each location
- 13.2.2. Employee training plan - Describe the training employees get for cleaning, recycling programs, safety, and frequency of training
- 13.2.3. Cleaning Plan - Describe how the cleaning will be done at each location to ensure all specifications are met in the time frame allocated.
- 13.2.4. Response time plan - Describe how Contractor shall respond to emergency service requests when contacted
- 13.2.5. Equipment Plan - Describe the equipment used for the various processes in the specifications
- 13.2.6. Supplies Plan - Describe how supplies will be handled and what supplies will be on hand
- 13.2.7. Transition plan for the phasing in and phasing out of services - describe how Contractor will phase into cleaning for the new contract and how they will transition out of the contract when the contract expires
- 13.2.8. Recruitment and Retention Plan - Contractor is required to provide an executive summary of its proposed recruitment and retention plan, including the following:
 - Describe the recruitment plan.
 - Describe the retention plan.

13.3. Qualifications, Experience, and References (0-200 points):

- 13.3.1. Offeror must submit an executive summary that demonstrates that it has the required experience, financial capability to perform, and the expertise to meet the minimum qualifications in this RFP. The Offeror must demonstrate substantial experience in undertaking and successfully completing the type of work required, including the following:
 - Information on company's background including year established, qualifications, experience, etc.
 - Company overview and organizational chart.
 - Number of years providing custodial services in similar type buildings.
 - Service history/competence providing custodial services in high customer traffic.
 - Experience operating under strict time constraints.
- 13.3.2. The Offeror must submit documentation describing the Manager's qualifications and experience, including the following:



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- Resume describing background and experience.
 - Years managing custodial services in similar type buildings
- 13.3.3. References excluding the City of Phoenix, demonstrating leadership, effectiveness, and responsiveness.

13.4. Quality Assurance Program (0-200 points) - Offeror is required to provide an executive summary of its proposed quality assurance program plan, including the following:

- Proactive plan to monitor work performance.
- Identifying and correcting deficiencies in the quality of work provided before the level of performance becomes unacceptable.
- Electronic recordkeeping system required for reports, inspections, and corrective actions.
- A defined schedule and instructions for conducting inspections, audits, documentation, reporting, etc.
- A complaint resolution program.

13.5. Price (0-150 points) – Total price for each group will be evaluated.

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

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

16. PRE-AWARD QUALIFICATIONS:

16.1. Offeror must have been in operation a minimum of three years. The



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Offeror's normal business activity during the past three years will have been for providing the goods or services in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

16.2. Upon notification of award the Offeror will have 15 calendar days to complete and submit a Staffing and Operations Plan, with a work schedule for each location (see Section V- Scope of Work – paragraph 2). Offer is required to include the Staffing and Operations Plan, the number of workers for each location they employ to complete the services as specified in the scope of work for each location. If the requirements are not met, the Offeror's submittal will be deemed non-responsive.

16.3. Equipment: Offeror will own or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items or equipment in full working order, and must demonstrate that, based on known commitment, they will be available for use in the proposed contract. The applicant may also list alternative equipment which it would propose for the contract, together with an explanation of the offer

17. AWARD OF CONTRACT:

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

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

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- Vendor history of complaints and termination for convenience or cause, litigation or lawsuits.

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

17.4. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation.



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Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

- 18. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.
- 19. SOLICITATION TRANSPARENCY POLICY:**
- 19.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 19.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation.
- 19.3.** Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 19.4.** With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 19.5.** This policy is intended to create a level playing field for all Offerors, assure



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that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

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

20. PROTEST PROCESS:

20.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

20.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

20.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

20.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

20.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
20.5.1. Identification of the solicitation number;



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- 20.5.2. The name, address and telephone number of the protester;
 - 20.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 20.5.4. The form of relief requested; and
 - 20.5.5. The signature of the protester or its authorized representative.
- 20.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.
- 21. PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.
- 22. LATE OFFERS:** Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.
- 23. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that



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

- 24. SITE INSPECTION:** Offeror agrees that submission of an offer indicates that the Offeror either 1. made a site inspection and is aware of all conditions that may affect performance and offer prices; or 2. Did not make a site inspection, but regardless is either aware of all conditions that may affect performance and offer prices or accepts the risk and understands the scope of its binding Offer.
- 25. STATEMENT OF BONDING ABILITY:** Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.
- 26. PERFORMANCE BOND:** A performance surety in the amount of **10%** of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, letter of credit, Certificate of Deposit, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. If a Letter of Credit, the City only accepts from banks rated "A" or better by Moody's or Standard & Poor. Banks customarily maintain a standard format for Letters of Credit; the bank and format will need to be submitted to the City. Approvals from several departments may be required before final acceptance of the letter of credit or bond; this process may take up to 15 days. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety, provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.
- 27. BID BOND:** Offerors are required to furnish a "solicitation guarantee" in the amount



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of \$10,000. Such solicitation guarantee must accompany the submittal and be furnished in the form of Bid Bond, Postal Money Order, Certified Check, or Cashier's Check. Guarantees will be returned to unsuccessful Offerors as soon as practicable after the opening of solicitations and to the successful Offeror upon execution of such further contractual documents and conditions (including insurance) as required by the solicitation are accepted. If the successful Offeror, upon acceptance of solicitation by the City within the period specified thereon for acceptance, fails to execute such further contractual documents and bonds as required within the time specified (ten days if no period is specified) the contract may be terminated for default. In such event, Offeror will be liable for any cost of procuring the work that exceeds the amount of solicitation, and the solicitation guarantee will be available toward offsetting such difference.

- 28. CONTRACT AWARD:** The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple awards.
- 29. EVALUATION OF COMPETITIVE SEALED OFFERS:** Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.
- 30. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
 - 30.1.** Offers will be reviewed for documentation of qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
 - 30.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
 - 30.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
 - 30.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity,



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experience, financial ability, and facilities for conducting the work to be performed.

30.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

30.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

31. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE: During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

32. OFFERS NOT WITHIN THE COMPETITIVE RANGE: The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

33. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

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

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



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solution selection session(s).

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

33.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before the Contract award.

34. BEST AND FINAL OFFERS (BAFO):

34.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

34.2. If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

34.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

34.4. The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

"City" The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

“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).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.



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2. CONTRACT INTERPRETATION:

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

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

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

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

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

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement



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whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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

3. CONTRACT ADMINISTRATION AND OPERATION:

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

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

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



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agreements or subleases of this agreement entered into by supplier/lessee.

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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4. COSTS AND PAYMENTS:

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar



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conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

4.8. F.O.B. POINT: All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

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

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

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

6. RISK OF LOSS AND LIABILITY:

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

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



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forth in this document.

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

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

- 6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

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



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unsatisfactory performance may result in cancellation of the agreement for default.

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

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

7. CITY'S CONTRACTUAL RIGHTS:

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

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

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

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

- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or



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bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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

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

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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



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

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

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

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

10. TAX INDEMNIFICATION: Contractor will pay all federal, state and local taxes



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

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

- 12. NO ISRAEL BOYCOTT:** If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.



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- 1. PRICE:** All prices submitted shall be firm and fixed for the initial Enter number of years year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.
The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.
- 2. METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
- 3. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

 - City purchase order number or shopping cart number
 - Items listed individually by the written description and part number.
 - Unit price extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Applicable tax
 - Invoice number and date.
 - Delivery address.
 - Payment terms.
 - FOB terms.
 - Remit to address
- 4. METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service invoices ticket submitted to cover items received and accepted during the billing period.
- 5. PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City upon final delivery and acceptance of all goods and services on the purchase order.



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

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

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

9. **HOURS OF WORK:** All work under this contract shall be coordinated with the City’s project manager. Any changes to the established schedule must have prior written approval by the City’s project manager.

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

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

Department Contact: Enter
Phone: Enter

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

A current listing of eligible entities may be found at



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

13. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
14. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
15. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
16. **SPECIFICATIONS -** The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.
17. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

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

18. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of



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\$Enter amount. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

19. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
20. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
21. **STORAGE SPACE:** The Contractor may store supplies, materials and equipment in a storage area on the City facility premises designated by the Department name representative during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the Department name representative.

No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public. Hazardous chemicals such as solvent based strippers and cleaners will not be stored on City property.

If storage is in an electrical closet, a minimum of 36 inches shall be provided in front of all electrical panels. The width shall be a minimum of 30 inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or 30 inches, whichever is greater. In all cases, the workspace shall permit at least a 90-degree opening of equipment.

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



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permitted by Contractor employees.

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

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

- 23. TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.
- 24. TYPES OF WORK SUPERVISION:** The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.
- 25. CONTRACTOR AND SUB CONTRACTOR WORKERS BACKGROUND SCREENING** - Contractor agrees that all Contractor and sub-Contractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense as set forth in this section. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its contract workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 26. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA:** Because of the



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varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **Maximum**.

26.1. Minimum Risk Level: A minimum risk background screening will be performed when the contract worker:

- will not have direct access to City facilities or information systems; or
- will not work with vulnerable adults or children; or
- when access to City facilities is escorted by City's workers.

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

26.2. Standard Risk Level: A standard risk background screening will be performed when the contract worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

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

26.3. Maximum Risk Level: A maximum risk background screening will be performed when the contract worker's work assignment will:

- have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or have access to private residences; or
- have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level will include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding



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seven years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code §2-45.6.

26.4. CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING

- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, Contractor will furnish to **david.wisniewski@phoenix.gov** for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by Contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

26.5. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS

Contractor will include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

26.6. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS

INDEMNITY: The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by Contractor will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by Contractor or the City for failure to satisfy this section.



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

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

1. Contractor employees are forbidden access to designated restricted areas or residential units/apartments unless escorted by City Staff. Access to each building will be as directed by the Department Director’s authorized representative. Contractor employees are not authorized access other than during scheduled hours for the Department. Contractor employees may not leave the premises during working hours except in cases of emergency and on approval of the Department Director or his authorized representative.
2. Only authorized Contractor employees are allowed on the premises of the City facilities/buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

26.9. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT: A CONTRACT WORKER WILL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: THE PRIOR COMPLETION AND CITY’S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING, AND, WHEN REQUIRED, THE CONTRACT



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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.

26.10. KEY ACCESS PROCEDURES - If the Contractor worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available and the completed form will be submitted to the badging office.

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

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

26.13. CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH - Contractor's default under this section will include, but is not limited to, the following:

- Contract worker gains access to a City facility(s) without the proper badge or key;
- Contract worker uses a badge or key of another to gain access to a City facility;
- Contract worker commences services under this agreement without the proper badge, key or background screening;
- Contract worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return contract worker's badge or key upon termination of contract worker's employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or



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termination of this agreement.

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

26.15. BADGE AND KEY FEES: The badge and key fee under this Agreement will be \$55.00 whether for initial badge/key or replacements. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

27. SECURITY: Violation of any of the following security rules will be sufficient cause for the City to forbid the person or persons from working in any City facilities. The security rules are as follows:

- Employees shall keep the facility locked at all times.
- Employees shall not allow unauthorized person to enter the facility (an authorized person is a person known by the Contractor to be an employee of the City, or a person known to be authorized by the facility manager, or person who can show proof of identification as proof of employment by the City).
- Employees shall not allow guests in the City facility.
- Employees shall not allow children into the City facility.
- Employees shall not open any desk, file drawer or cabinets.
- Employees shall not use the telephones except in emergencies.



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- Employees shall not use office equipment under any circumstances.

28. HAZARDOUS MATERIALS REQUIREMENTS – SDS: Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no “trade secret” or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide the required safety and health training for City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the proposal price for the product. The Contractor shall also accept a returned product that was purchased as a result of this RFP or RFQ and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned at least forty-five (45) calendar days prior to any shelf-life expiration date noted on the product container(s).

All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers. The City reserves the right to purchase the product that in the City’s opinion is the least hazardous material suitable for use in the City’s operations, price notwithstanding.

29. AIR POLLUTION EMERGENCY PROCLAMATION: The City of Phoenix requires Offeror’s to specify in their submittal, to the extent practicable, the amount of reactive organic compounds in their products. Offeror should also advise the Finance Procurement Division of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten (10) days prior to the opening date.

30. ENVIRONMENTAL PREFERRED PRODUCTS: The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/economy/spp> in an effort to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:



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- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.
- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bio accumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The City maintains the right to request that contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or submittal instructions.

31. OSHA LAWS AND REGULATIONS

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

1. Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
2. Notification procedures.
3. Response coordination procedures between Contractor and the City of Phoenix.
4. Provide a Site Plan showing the location of stored hazardous materials



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and location of spill containment/response equipment.

5. Provide a description of the training provided to the Contractor's employees.

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

1. Have a designated storage site for hazardous material, which includes secondary containment.
2. Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

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

OSHA Guideline Compliance

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

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

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



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

5. Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Housing Department, upon commencement of this Contract, and reviewed by the Housing Department Safety Analyst for verification.
6. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.
7. *SDS Notebooks*: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) Safety Data Sheets (SDS) for all materials being used on Site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

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

E. Offsite Storage of Hazardous Materials: The City Of Phoenix encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

F. Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City Of Phoenix's environmental representative. The Contractor shall also provide the City Of Phoenix's environmental



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representative with copies of all permits obtained from environmental regulatory agencies.

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

H. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

32. EMERGENCY TWENTY-FOUR HOUR SERVICE: Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with a 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.

33. FEDERAL REQUIREMENTS: Work under the contract awarded pursuant to this solicitation will be funded mainly with federal funds from Housing and Urban Development (HUD). HUD rules require service contracts to contain certain provisions.

The following contracting requirements will apply to the contract resulting from this solicitation:

- **HUD Form 5369-B:** All Proposers should carefully review HUD Form 5369B, incorporated herein by reference. In the context of this procurement the term PHA as used in HUD Form 5369B refers to the City of Phoenix. <http://portal.hud.gov/hudportal/documents/huddoc?id=5369-b.pdf>
- **HUD Form 5370-C, Section I:** All Proposers should review the provisions in HUD Form 5370C, Section I, incorporated herein by reference and will be incorporated in the Contract between the successful Proposer and the City of Phoenix. https://portal.hud.gov/hudportal/HUD?src=/program_offices/administratio n/hudclips/forms/hud5a
- **HUD Form 5369-A:** All Proposers should carefully review HUD Form 5369-A, incorporated herein by reference. In the context of this procurement, the term PHA as used in HUD Form 5369-A refers to the City of Phoenix. <http://portal.hud.gov/hudportal/documents/huddoc?id=5369-a.pdf>



SECTION IV – INSURANCE AND INDEMNIFICATION

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

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

- 2.1. **SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits



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provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- Policy must be endorsed to include coverage for “care, custody & control”.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	



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Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

2.1.4 Crime Insurance (or Fidelity Bond)

Policy Limit (or bond amount) \$ _____

- The policy or bond must be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- The policy or bond must include coverage for all directors, officers, agents and employees of the Contractor.
- The policy or bond must include coverage for third party fidelity, i.e., property of third parties that is held by the Insured in any capacity, or property for which the Contractor is legally liable.
- The policy or bond must include but not be limited to coverage for theft of property located on the Contractor's premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g., securities, checks) or loss due to electronic funds transfer fraud.
- The policy or bond must not contain a condition requiring an arrest and conviction.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, notice if a policy is suspended, or voided or canceled for any reason. Such notice must be mailed, emailed, or hand-delivered to:

Melanie Bynoe Torzala
251 W. Washington, 4th floor,
Phoenix, AZ 85003
Hou.procurement@phoenix.gov

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

2.4. VERIFICATION OF COVERAGE: Contractor must furnish the City with



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

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

All certificates required by this Contract must be sent directly to:

Melanie Bynoe Torzala
251 W. Washington, 4th floor,
Phoenix, AZ 85003
Hou.procurement@phoenix.gov

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

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



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1. **PURPOSE:** The Contractor shall provide the City of Phoenix with Custodial Services for the Housing Department’s two Housing facilities (Group 1) and three Senior Housing facilities (Group 2). See Exhibit 1 for locations.
2. **CONTRACTOR STAFFING AND OPERATIONS PLAN:**
 - 2.1. The Contractor shall comply with the Staffing and Operations Plan that has been mutually agreed to by the Housing Department and the Contractor before the start of the contract (Instructions, paragraph 16.2., page 10).
 - 2.2. The plan shall include:
 - 2.2.1. A complete cleaning work schedule including daily, weekly, bi-monthly, and monthly tasks for each service location
 - 2.2.2. List of employees’ names and positions
 - 2.2.3. Background check pass/fail and date of background expiration
 - 2.2.4. Badge issuance and expiration dates
 - 2.2.5. Contacts for supervisors and key personnel
 - 2.2.6. 24-hour Emergency Contact
 - 2.2.7. Signature block for Contactor and Housing to sign off on when agreed upon
 - 2.2.8. Schedules for review of contract and specifications (weekly, monthly, quarterly)
 - 2.3. Housing may require modifications to the procedures outlined in the Staffing Plan and Operations Plan to promote efficient administration and public convenience.
 - 2.4. The Staffing and Operations Plan shall always be kept current by the Contractor and the Housing Department. The approved plan shall be kept on file with the Housing Department and must address the following:
 - 2.4.1. The Contractor shall make modifications to the Staffing and Operations Plan as appropriate; all changes are subject to Housing review and approval.
 - 2.4.2. The Contractor shall furnish all personnel necessary to provide the services required by and by this Contract.
 - 2.4.3. Per with Section III – Special Terms and Conditions, paragraph 19 Communication in English, “It is mandatory that the Contractor’s lead person assigned to any City’s facility be able to speak, read and write in English in order to communicate at the site contact.”
 - 2.4.4. Employees and representatives of the Contractor shall be sufficiently fluent in the English language to read and understand chemical labels and signs. The Contractor must certify that all employees are trained to recognize and understand Universal Safety Symbols.



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- 2.5. The Contractor shall maintain a current list of employees and report any proposed changes of employees to the HOUSING DEPARTMENT for approval.
 - 2.5.1. Upon successful clearance of background check and badging, the Contractor shall report changes in the employment list and facility assignment to the Housing Department. The changes are effective upon the approval of the Housing Department.
 - 2.5.2. The Contractor shall provide appropriate training to employees before the beginning of service, as well as ongoing training, under this contract to ensure the competent performance of the work during scheduled hours.
 - 2.5.2.1. Each new and reassigned employee will receive onsite training by the Contractor during the first two (2) days of employment and follow up with the employee to ensure that the employee is performing as trained during the employee's second week on the job.
 - 2.5.2.2. Additional training may be required or requested.
 - 2.5.2.3. The Contractor may be required to submit proof of the employee's training.
 - 2.5.3. The Contractor must ensure that all employees are trained in evacuation procedures and participate in fire or other facility evacuations.
 - 2.5.4. The Contractor shall adhere to Section II - Standard Terms and Conditions, 3.4 Legal Worker Requirements, which states in part "Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A."
 - 2.5.5. The Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff.
 - 2.5.6. The Contractor shall monitor schedule adherence and a supervisor will always be available or reachable.
 - 2.5.7. A Contractor's employee who has been prohibited from working at a City facility because of breach of trust cannot be employed under this contract.
3. **SITE AND EMPLOYEE SUPERVISION:**
 - 3.1. The Contractor will inspect all sites, including all buildings that are cleaned, at a minimum of one time per week, unless otherwise stated; using Exhibit 2 - Quality Control Checklist to ensure the sites serviced by employees meet contractual standards. The weekly checklist should be signed off on and turned in along with the findings from the Custodial Daily Reports to the designated plant contact.



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- 3.2. “Supervision” includes, but is not limited to, thoroughly verifying the employees are filling out Exhibit 3 – Custodial Contractor Daily Report for each site and notating findings of any problematic areas that they have identified. Any unsatisfactory cleaning should be corrected immediately. Problematic areas shall include the following:
 - 3.2.1. Unsatisfactory cleaning
 - 3.2.2. Checking all areas for additional maintenance needs
 - 3.2.3. Checking supplies and restocking products
 - 3.2.4. Checking the SDS for expiration dates and replacing outdated sheets
 - 3.2.5. Supplying and filling out Hazardous Materials Identification System (HMIS) labels for products not imprinted with this information
- 3.3. Supervisors shall also verify:
 - 3.3.1. Employees’ communications/interfaces with on-site City staff
 - 3.3.2. Ensuring that employees are wearing City and company-issued badges
 - 3.3.3. Inspecting all equipment to ensure performance
 - 3.3.4. Verifying timesheet/timecard entries are correct
4. **EMPLOYEE IDENTIFICATION:**
 - 4.1. All employees including Field or Site assigned Supervisors must be in uniforms. The uniform should have an easily visible company name or logo on the front and/or back while on site.
 - 4.2. Uniforms must not be dirty, stained, or have holes or torn. Open-toed shoes, shorts, and hats are not acceptable. Employees shall not wear colors or clothing associated with gangs.
 - 4.3. All employees shall always wear their City-issued badge while performing contract duties at City facilities. The Housing Department may require badges to be worn on an armband. Please see Section III, Special Terms and Conditions, Contractor Worker Access Controls, Badge, and Key Access Requirements, Item 26.
5. **BUILDING/SITE ACCESS**
 - 5.1. Employees must possess a City of Phoenix identification badge for site access. The Housing Department may choose designated areas to leave badges and keys when the workday is complete. Please see Section III, Special Terms and Conditions, Contractor Worker Access Controls, Badge, and Key Access Requirements, Item 26.
 - 5.2. Only authorized Contractor employees are allowed on the premises of the



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City of Phoenix buildings while performing the services described herein or representing the Contractor as an employee authorized to perform these services. The Contractor's employees are not to be accompanied in the work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

5.3. The Contractor's employees are forbidden access to designated restricted areas. Access to each building shall be as directed by the HOUSING DEPARTMENT. The Contractor's employees are not authorized to access the premises other than during scheduled hours for the custodial services. The Contractor's employees may not leave the premises during working hours except for their lunch break and in cases of emergency or approval from the HOUSING DEPARTMENT.

5.4. If applicable to the site, all doors will be locked upon completion of cleaning and any alarm system reset. The Contractor's employees will be trained in the arming/disarming procedures of the alarm system. Any fines received resulting from an error in the Contractor's personnel arming/disarming the system will be deducted from the Contractor's monthly invoice. Deductions may also be taken if the Housing Department is contacted outside of regular business hours, due to negligence of the Contractor staff, for assistance in the alarm system or any other problem due to untrained staff.

6. CONTRACTOR RESPONSIBILITIES:

6.1. Provide custodial services in an efficient, customer-friendly, and well-run manner to meet the needs of the facilities.

6.2. Verify all cleanable square footage per facility.

6.3. Adhere to the specifications set forth at a minimum, and perform the requirements with expertise, knowledge, and capability.

6.4. Perform all work in strict accordance with the conditions, provisions, standards, and specifications described herein.

6.5. Clean the facility according to the requirements of the Scope of Work and the facility's on-site cleaning schedule (see Exhibit 1 - Housing Department Locations to Clean by Group).

6.6. Provide supervisory staff as identified in paragraph 2 Contractor Staffing and Operations Plan.

6.7. Provide sufficient personnel, with the necessary training and qualification, for service delivery.



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- 6.8. Adhere to the mutually agreed Operational Work Plans identified in paragraph 2 Contractor Staffing and Operations Plan.
- 6.9. Demonstrate an understanding of the Quality Control Management plan for Daily/Weekly, Monthly, and Quarterly reviews outlined in the Scope of Work, paragraphs 3.1, and 12-14 and Exhibit 7 - Quality Control Management Plan.
- 6.10. Sign and return the HUD-5369-A for Title 24, Housing and Urban Development, Section III, paragraph 34. Federal Regulations (this is required for all Group 1 locations. **A form not signed and submitted will be considered non-responsive.**
- 6.11. Maintain equipment and tools as identified in paragraph 14. Cleaning Equipment Specifications.
- 6.12. Furnish and maintain an adequate inventory for service delivery of all:
 - 6.12.1. cleaners
 - 6.12.2. disinfectants
 - 6.12.3. waxes
 - 6.12.4. wax stripping materials (including ecology designed stripper pads)
 - 6.12.5. wastebasket liners
 - 6.12.6. disposable bags for disposal of sanitary napkins
 - 6.12.7. screened deodorant bars for toilets and urinals
 - 6.12.8. urinal cartridge kits
 - 6.12.9. paper towels
 - 6.12.10. cleaning cloths.
- 6.13. Adhere to the City of Phoenix Recycling Program:
 - 6.13.1. Empty the recycling materials from the centrally located blue receptacle(s) within the building(s) on an “as needed” basis and put the materials into the recycle container(s) outside the building.
 - 6.13.2. Depending on the facility, move and/or empty the 100-gallon blue recycling containers to and/or from designated areas. The Housing Building Maintenance staff shall provide new Contractor employee training on recyclables.
 - 6.13.3. The Contractor will not be responsible for emptying the recycle containers located at City employees’ desks or workstations in most City facilities.
- 6.14. Energy conservation: The Contractor shall practice energy conservation by turning off lights in unoccupied areas except where centrally controlled and by keeping windows and doors closed.



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6.15. Environmental preferred products:

6.15.1. Section III - Special Terms and Conditions, 30 Environmental Preferred Products, states in part: "The City maintains the right to request that contractors supply certification of compliance with the above. SDSs shall be provided to the City upon request. SDSs shall be provided with the solicitation when specified in the scope of work or submittal instructions."

6.15.2. For a list of environmentally preferred products see Section III- Special Terms and Conditions, 20 Environmental Preferred Products.

6.16. Electronic equipment: The Contractor's employees shall NOT clean any electronic equipment, including computers (PC) servers, switches, keyboards, and mouse in any location, unless explicitly requested by the Housing Department for a location.

7. **CONTRACTOR CLEANING RESPONSE TIME:**

7.1. The Contractor shall respond to emergency service requests when contacted by the Housing Department under Section III - Special Terms and Conditions, 33 Emergency Twenty-Four Hour Service.

7.2. An emergency call is a report of a condition/failure constituting an immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes that require immediate cleaning services.

7.2.1. Respond immediately to all emergency calls.

7.2.2. For circumstances that interrupt or otherwise adversely impact property or occupant operations, the Contractor shall respond within 30 minutes of notification and be on-site within two hours of notification, with the appropriate equipment, and remain on the job until the problem has been resolved or City representative gives permission to leave.

8. **CITY RESPONSIBILITIES:**

8.1. The City will provide:

8.1.1. Storage space

8.1.2. Hand towels

8.1.3. Toilet tissue

8.1.4. Hand soaps

8.1.5. Sanitary napkins

8.1.6. Toilet seat covers

8.2. The City provided paper products are not to be used by the Contractor for



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cleaning.

8.3. Housing reserves the right to adjust

8.3.1. Service specifications based on environmental changes, to accommodate schedules or security regulations and allow fixture changes.

8.3.2. Locations and square footage are subject to change and Housing reserves the right to either add or delete locations, square footage, and/or frequency of service(s).

8.3.3. Stop service if necessary and restart at the City's discretion.

9. **WORKWEEK:** Unless designated otherwise, the normal workweek will be Monday through Friday, EXCLUDING CITY HOLIDAYS:

- New Year's Day;
- Martin Luther King, Jr. Day;
- President's Day;
- Cesar Chavez's Birthday;
- Memorial Day;
- Juneteenth
- Independence Day;
- Labor Day;
- Veteran's Day;
- Thanksgiving Day; the day after Thanksgiving Day;
- Christmas Day. Christmas Eve may be a one-half day if it falls on a normal workday for the facility.

10. **WORK TIME DESIGNATIONS:**

10.1. Unless designated otherwise, the following time schedules below are applicable:

- 1 time daily - Work to be performed each day.
- 2 times daily - Work to be performed once during the day shift and once during the evening shift.
- 3 times daily - Work to be performed once per shift.
- 1 time per week (weekly) - Work to be performed once per week with a minimum of 4 days apart.
- 2 times per week - Work to be performed twice per week with a minimum of 2 days apart.
- 3 times per week - Work to be performed on Monday, Wednesday, and Friday.
- 1 time per month (monthly) - Work to be performed once per month with a minimum of 3 weeks apart.
- 2 times per month (bi-monthly) - Work to be performed twice per month with a minimum of 2 weeks apart.



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- 1 time per contract year (yearly) - Work to be performed once per contract year within the first 60 days of each 12-month period.
- 2 times per contract year - Work to be performed twice per contract year with the first work to be performed within the first 60 days and at 6 months thereafter of each 12-month period.
- 4 times per contract year (quarterly) - Work to be performed at approximately 90-day intervals with the first work to be performed within the first 30 days of each contract year.

11. ALTERATION OF WORK HOURS: The HOUSING DEPARTMENT reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the work as altered, the same as it had been a part of the original Contract. When an unforeseen circumstance arises, Housing will decide with the Contractor to re-schedule the work. Additional costs shall not be incurred for a change in work schedules.

12. FACILITIES SPECIFICATIONS:

12.1. Locations to be cleaned are identified by group in Exhibit 1 – Housing Department Locations to Clean by Group. along with any additional items that are not detailed in the cleaning specifications outlined below.

12.2. Cleaning must be completed for a facility during the times designated in Exhibit 1; however, all tasks may be completed in less than the full time allotted if the cleaning duties are performed as outlined in Daily Tasks, Weekly Tasks, Bi-Monthly, Monthly Tasks, and Ancillary Services.

12.3. Day porter services or coverage of staff during the entire designated time is not needed.

12.4. DAILY TASKS:

12.4.1. Clean exteriors of refrigerators, coffee makers, vending machines, dispensers, and clean microwave interiors.

12.4.2. Clean doors, door frames, glass doors, cabinets doors/drawers, and side panels by removing all dirt, grease, cobwebs, stains, and fingerprints.

12.4.3. Clean, polish, and sanitize sinks using germicidal detergent to remove solids and hard water residue.

12.4.4. Clean chairs and tables thoroughly clean all surfaces including legs and arms.

12.4.5. Clean, disinfect, and polish drinking fountains. Remove all water residues, and calcium buildup, from mouthpiece and sides, and spot clean adjacent walls and floor due to wall splash.

12.4.6. Spot clean walls and light switches by removing fingerprints, dust,



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- soil, cobwebs, gum, etc., and utilize clean water or solutions required by manufacturer's standards.
- 12.4.7. Polish brass, chrome, stainless steel (interior & exterior). Make sure there is no build-up anywhere on brightwork. Remove fingerprints and smudges/stains.
 - 12.4.8. Clean and polish elevator walls thoroughly and remove all debris. Remove dirt and debris from tracks and plates. Wipe down wall surfaces, using non-petroleum products polish all metal surfaces. Clean thoroughly and remove all debris. Sweep and mop elevator floors thoroughly removing all dirt and debris.
 - 12.4.9. Empty all individual workstation trash and replace it with new plastic liners.
 - 12.4.10. Empty all recycle containers located in common areas throughout the facility (conference rooms, kitchens, hallways, and atriums).
 - 12.4.11. Empty all trash receptacles, inside and outside, clean the interior and exterior if needed and replace liners. Return trash receptacles to designated areas.
 - 12.4.12. Sweep or dust mop floors, stairs, and landings. Damp-mop with a neutral cleaner to remove all foreign substances such as gum or tar.
 - 12.4.13. Vacuum and spot clean carpet, including carpeted walk-off mats in high traffic areas. Remove stains, deposits, gum & spills.
 - 12.4.14. Vacuum clean carpet in all dining rooms and break rooms. Wipes clean all tables and chairs, interior windows, and ledges.
 - 12.4.15. Remove Graffiti - Remove paint, ink, and other forms of graffiti using care not to damage the surface.
 - 12.4.16. Clean ADA ramps and handrails. Pick up debris in and around entry and exit areas. Remove trash, cigarette butts, gum, tar, cobwebs, and debris, and clean handrails.
 - 12.4.17. Clean all exterior ashtrays, sift out cigarette butts from sand containers, refill sand, and remove debris around the area.
 - 12.4.18. Clean sidewalks, stairs, landings, ramps, loading docks, patios, and exterior entryways including tables and chairs.
 - 12.4.19. Pick up debris in and around areas of entry and stairways. Monitor the building exterior to remove the trash, cigarette butts, gum, tar, and debris.
 - 12.4.20. Restrooms - Clean light switches, doors, and painted walls including removal of all fingerprints, and stains from surfaces.
 - 12.4.21. Restrooms - Clean restroom fixtures using a germicidal cleaner. Clean all surfaces of basins and fixtures, bowls, toilet seats, and urinals, wipe excess liquid from adjacent walls, fixtures, and partitions, and spray liquid enzymes around toilet and urinal bases.
 - 12.4.22. Restrooms - Clean partitions, walls, doors, hinges, and seams on both sides, and remove all debris. Clean ceramic wall tiles to



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remove streaks, smudges, and graffiti, maximum care will be taken to prevent staining to wall tile and grout.

- 12.4.23. Restrooms and Locker Rooms - Clean showers and disinfect all surfaces with a germicidal cleaner to be free of soap and water residue buildup.
- 12.4.24. Restrooms - Polish bright work stainless steel, chrome, brass including mirror frames, basin shelves and counters, brightwork, soap dispensers, water fountains, piping and push plates on doors, handrails. Make sure of no build-up anywhere on brightwork.
- 12.4.25. Restrooms - Sweep floors and mop using a germicidal cleaner and clean water solution, including baseboards, using a separate mop for restroom floors, mops are to be marked or color-coded to indicate "Restroom Use Only", change the water after cleaning each set of restrooms.
- 12.4.26. Restrooms - Trash cans should be emptied and spot clean, replace liners in cans, and return to the designated area.
- 12.4.27. Restrooms - Pour in a solution of water and liquid enzyme bacterial digesting product into floor drains.
- 12.4.28. Restrooms – Twice a day, refill all dispensers with supplies. Remove soap residue at the spout, remove any toilet paper wrappers, and the contractor will not leave extra toilet paper or paper towels in restrooms.
- 12.4.29. Organize/ Clean Custodial Closet/ Storage - Clean sink, dust/wet mop floor, and restock supplies and equipment. Personal effects – label/food store in name labeled container and place away from the chemical area.

12.5. WEEKLY TASKS:

- 12.5.1. Thoroughly clean all baseboard surfaces following wet mopping and/or machine scrubbing.
- 12.5.2. Clean chairs and tables thoroughly clean all surfaces including legs and arms.
- 12.5.3. Clean dirty and dusty ceiling tiles and air vents in dining rooms and break rooms.
- 12.5.4. Clean rubber and hard floor mats - Remove gum and spots, wash with a neutral cleaner, rinse and let dry before returning mats to their original location.
- 12.5.5. Clean window frames and sills removing dust, dirt, and cobwebs from the surface including corners.
- 12.5.6. Dust fixtures and light covers removing all surface dirt and dust.
- 12.5.7. Dust walls, ceiling, fixtures, and corners including removal of all cobwebs and dust.
- 12.5.8. Machine scrub ceramic/porcelain tile and unfinished concrete. A uniformly clean appearance will be seen in grout as well as on



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tile/concrete. This is in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.

- 12.5.9. Power Wash Sidewalks - Power wash taking care to avoid splashing debris on exterior walls and doors
- 12.5.10. Restrooms and Locker Rooms are to be dusted including doors, and locker tops. Remove all cobwebs, dust, and dirt.
- 12.5.11. Restrooms and Locker Rooms should have the floors machine scrubbed as designated per facility.
- 12.5.12. Restrooms and Locker Rooms should have all shower water lines run for 5 minutes once a week.
- 12.5.13. Spot clean chairs and couches and thoroughly vacuum to remove all debris.
- 12.5.14. Spray buff hard surface floors. Following manufacturers' standards, a non-slip floor finish will be used to retain a uniform bright appearance, attention will be paid to edges, corners, and behind doors. This is in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.
- 12.5.15. Vacuum and sweep wall corners from floor to ceiling to remove dust, dirt, and cobwebs.

12.6. BI-MONTHLY TASKS:

- 12.6.1. Clean all glass surfaces interior and exterior in entryways.

12.7. MONTHLY TASKS:

- 12.7.1. Clean dirty and/or dusty ceiling tiles and air vents in break rooms.
- 12.7.2. Clean cubicle panels and cloth-covered surfaces to remove all dirt, grime, handprints, and debris.
- 12.7.3. Clean walls, air vents, and ceiling fans to remove all dust, debris, marks, and surface dirt.
- 12.7.4. Dust and clean ceiling light lens covers using a neutral cleaner.
- 12.7.5. Dust and spot clean dining rooms and window blinds. Remove all dust and cobwebs. Remove moderate to heavy soil and grime and fingerprints.

12.8. ANCILLARY SERVICES: PER OCCURRENCE: Upon request, the Department Contact may ask that any of these Per Occurrence tasks be performed multiple times throughout the contract year. Per Occurrence requests shall be at a cost to the city per square foot or per the additional services labor hour rate submitted in Section V, Submittal, Ancillary Services.

- 12.8.1. Clean Carpet & Upholstery Cleaning - Includes all upholstery, carpet maintenance, and cleaning. All carpet is required to be cleaned an estimated one (1) time per year. The City reserves the right to decrease or increase this estimate.



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- 12.8.2. Clean Pressure Wash - Remove all dirt, grime, and embedded foreign objects from walkways, entrances, sidewalks, and passageways.
- 12.8.3. Strip and Seal Sealed Concrete Floors - Concrete floors shall be stripped and sealed with five (5) coats of concrete sealer.
- 12.8.4. Strip and Wax Strip and Wax Hard Surface Floors - It is estimated that this task will be required on all hard surface floors one (1) time per year. The City reserves the right to increase or decrease this estimate.
- 12.8.5. Vacuum Clean Upholstered Furniture/Partitions - Clean upholstered furniture and partitions with extractor upholstery attachments or portable upholstery cleaner. Furniture and upholstery must be thoroughly vacuumed before cleaning and spot treated if necessary. Care will be taken not to harm fibers. This would be in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.
- 12.8.6. Strip and Wax VCT Floors - Strip floors and refinish with two (2) coats of sealer and three (3) coats of floor wax/polish, following manufacturers' specifications. All old wax build-up especially in corners and along baseboards must be removed.

13. CLEANING STANDARDS

- 13.1. **DUSTING:** A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated clothes.
- 13.2. **GLASS CLEANING:** Glass is clean when all glass surfaces are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
- 13.3. **METAL CLEANING:** All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- 13.4. **SANITIZE:** Sanitizing should be done on a clean surface free of dirt. Sanitizers should follow manufactures directions and kill surface germs by 99.9%.
- 13.5. **POLISH:** Surfaces will be properly polished to be smooth and glossy with properly treated cloths.
- 13.6. **PLUMBING FIXTURES AND DISPENSER CLEANING:** Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.



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- 13.7. SCRUBBING:** Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, and standing water and the floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing immediately.
- 13.8. SPOT CLEANING:** Localized cleaning (not overall) for accidental spots and spills.
- 13.9. WALL WASHING:** After cleaning, the surfaces of all walls, ceilings, exposed pipes, and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, and free of film streaks and deposits.
- 13.10. SWEEPING/VACUUMING:** A properly swept floor is free of all dirt, grit, lint, and debris except embedded dirt and grit.
- 13.11. SPOT CLEANING CARPETS:** A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fiber and is following the manufacturer's maintenance guidelines.
- 13.12. DAMP MOPPING:** A satisfactory damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.
- 13.13. HARD SURFACES FLOOR TASK:** This task includes stripping, re-waxing, and/or sealing of the hard surface floors and shall be performed separately from and in addition to the daily required man-hours. The Contractor shall coordinate the schedule of this task with the Housing Department.
- 13.14. FLOOR FINISH REMOVAL (STRIPPING):** Removal is accomplished when surfaces have all finish removed down to the flooring materials, and are free of all dirt, stain, deposits, debris, cleaning solution, and standing water using a wet/dry vacuum. Apply Nutra- Rinse to the scrubbed area and remove with a wet/dry vacuum. Damp-mop rinses all stripped flooring with clean water twice. Allow the floor to dry.
- 13.15. FINISHED FLOOR (APPLICATION):** Apply even coats of sealer and allow ample time (30 minutes) to dry between applications. Allow last coat to dry one (1) hour before applying finish. Apply three (3) coats of finish, allowing ample drying time between applications. Follow manufacturer's specifications.



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13.16. BUFFING OR FINISHED FLOOR SURFACES: All finished floor areas will be buffed sufficiently for maximum gloss, remove surface dirt and have a uniform appearance. Only non-skid or approval floor finishes will be used.

13.17. RAISED COMPUTER ROOM FLOORING: The floor is to be mopped using a neutral cleaner. The mop is to be wrung out, so the mop is barely damp, and no excess water drops off the mop. Raised flooring is to be dry buffed using a white buffing pad. The buffing task is to be performed as part of weekly floor requirements.

14. CLEANING EQUIPMENT SPECIFICATIONS: Routine cleaning equipment may be placed on-site at the start of the contract and remain on-site throughout the duration of the Contract. Note: Cleaning equipment needed for these facilities includes but is not limited to the following.

14.1. LIGHT DUTY CLEANING EQUIPMENT/SUPPLIES:

- 14.1.1. 100" electrical extension cords
- 14.1.2. Clean cloth
- 14.1.3. Curved pipe brush for high dusting
- 14.1.4. Eraser cleaner/powder
- 14.1.5. Extension poles
- 14.1.6. Hand size cellulose sponges
- 14.1.7. Large waste collection barrels and supply. carrying bags
- 14.1.8. One-quart plastic bottles of lotion. type cleanser
- 14.1.9. OSHA safety rated fiberglass six-foot and eight-foot folding ladders
- 14.1.10. Plastic or metal sieve/strainer to filter cigarette butts out of the sand in urns (ashtrays)
- 14.1.11. Plastic spray bottles with detergent solutions, carpet spotter
- 14.1.12. Plastic spray bottles with glass cleaner
- 14.1.13. Push broom
- 14.1.14. Putty knives with 1-inch blades
- 14.1.15. Radiator brushes for dusting hard to get areas and rough surfaces
- 14.1.16. Short handled small dust mops for low and high dusting
- 14.1.17. Squeegees – various sizes
- 14.1.18. Stainless steel polish in a plastic container
- 14.1.19. Variety scrubbing brushes

14.2. RESTROOM CLEANING EQUIPMENT:

- 14.2.1. Bowl mop or brush
- 14.2.2. "Restroom Closed for Cleaning" signs
- 14.2.3. Disinfectant detergent in a spray bottle
- 14.2.4. Disposable bags for sanitary napkins
- 14.2.5. Disposable rubber gloves
- 14.2.6. Enzyme
- 14.2.7. Plastic buckets



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- 14.2.8. Pumice stone
- 14.2.9. Quart plastic bottle of bowl cleaner
- 14.2.10. Separate mop marked “For Restroom use Only”
- 14.2.11. Small brooms with 36” handles and long-handled dustpan
- 14.2.12. Urinal deodorant bar must be of a type that is enclosed in a screen and will not allow the deodorant part to damage the plumbing by clogging the drain
- 14.2.13. Wet floor signs

14.3. ROUTINE FLOOR/CONCRETE CARE EQUIPMENT:

- 14.3.1. Plastic dustpans with handle
- 14.3.2. Doodlebug
- 14.3.3. Extension cords
- 14.3.4. Floor machines with 175. 300 RPMs driving block
- 14.3.5. High speed buffing machine
- 14.3.6. Mopping outfits
- 14.3.7. Putty knife or long. handle scrapers
- 14.3.8. Safety, wet floor signs, freestanding, yellow, plastic
- 14.3.9. Small broom with a 36-inch handle
- 14.3.10. Spray buff pads
- 14.3.11. Spray buff solution is a spray bottle
- 14.3.12. Three-foot dust mops for large open areas
- 14.3.13. Twenty-four-inch swivel dust mops
- 14.3.14. Various floor machine brushes for hammered concrete and porcelain floors
- 14.3.15. Wet/dry vacuum

14.4. ROUTINE CARPET CARE EQUIPMENT

- 14.4.1. 2 gal. Pump. up compression spray
- 14.4.2. 20” floor machine with 4 gal. shampoo tank
- 14.4.3. Backpack vacuum with (or equal to) 63” to 100” static lift, 112 to 150 cfm, 68 to 70 decibels (allows City personnel to conduct telephone conversations while the vacuum is in operation), four-level filtration system: 908 sq. in. to 1136 sq. in. to 1136 sq. in. total area, 10-quart filter capacity, full tool kit, and 50” cord.
- 14.4.4. Bonnet pads with scrubbing strips
- 14.4.5. Carpet shampoo solution
- 14.4.6. Dust buster or another hand-held cordless type of vacuum
- 14.4.7. Dustpan with handle
- 14.4.8. Extraction machine with accessories
- 14.4.9. Gum remover
- 14.4.10. Hepa filter commercial upright vacuum. Pile lifter with a single 12-amp motor with tools onboard, 65 – 79 bd (allows City personnel to conduct telephone conversation while the vacuum is in operation),



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and 10" to 16" wide cleaning path

- 14.4.11. Manual hand sweeper
- 14.4.12. Neutralizer (Nutra-Rinse) solution
- 14.4.13. Pre. Spray (pre. treat) solution
- 14.4.14. Quart spray bottles
- 14.4.15. Shower feed carpet brush
- 14.4.16. Small broom with 36" in. handle
- 14.4.17. Spot cleaning solution
- 14.4.18. Utility brushes
- 14.4.19. Note: Vacuums must be CRI (Carpet & Rug Institute) Green Label certified (bronze or better). Green label criteria and lists of compliant models may be found at:
<https://carpet-rug.org/testing/seal-of-approval-program/>

14.5. SPECIAL CLEANING EQUIPMENT

- 14.5.1. 20" high variable speed burnishes with a minimum of 1,500 rpm and is capable of burnishing large areas quickly.
- 14.5.2. Automatic scrubber with 17-gallon recovery and solution tanks, self. contained walk-behind scrubber, adjustable to clean all types of floor surfaces.
- 14.5.3. Grout cleaning machine capable of cleaning grout behind and under bathroom fixtures.
- 14.5.4. Self-contained carpet extraction machine with the following minimum requirements: automatic, electric, variable speed control with the ability to operate faster for interim cleaning or slower for restorative cleaning, 20" cleaning path, 15-gallon solution, and recovery tanks. 100psi pump to spray solution, 1,200 rpm brush to agitate and loosen dirt, 3-stage vacuum motor for water and soil recovery, attachments to clean upholstery, removes dirt and residue without over-wetting carpet.
- 14.5.5. Power Washer 3,000 PSI and maximum temperature of 275 degrees.

15. Performance measures: At the sole discretion of the City of Phoenix, Performance Penalties may be assessed for repetitive instances of poor performance and Quality Control Inspection Report (Exhibit 3) scores below 2.70, or egregious acts or non-compliance that leads to a disruption of business activities or major safety concerns for the City of Phoenix.

16. Quarterly review: The Contractor may be required to attend a quarterly compliance review the Housing Department. The Contractor will be notified of the exact time and place of each meeting. The meeting will be at no additional cost to the HOUSING DEPARTMENT. The meetings intend to review the inspections of the Facility Inspection Report or to discuss other matters related to the contract.



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- 17. Quality and acceptability of work:** The HOUSING DEPARTMENT shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the Housing Department, performance becomes unsatisfactory, the City shall notify the Contractor.
- 18. Custodial service performance report:**
- 18.1.** The HOUSING DEPARTMENT may conduct monthly random facility inspections of the area(s) covered under this contract using Exhibit 2 - Quality Control Checklist to score performance. The purpose of the inspection is to assess the Contractor's adherence to the Scope of Work for each facility.
- 18.2.** The Contractor's supervisor, or higher representative, may be required to participate in the inspection with the Housing Department.
- 18.3.** Inspection Procedures are as follows:
- 18.3.1. Each inspection will result in a written finding report which will be provided to the Contractor for follow-up. The report will also include a list of any outstanding performances observed during the inspection, a list of concerns, and a list of suggested actions. All findings must be addressed by the Contractor.
- 18.3.2. If the Contractor is unable to respond within the requested time frame, 24-hours or 1 business day, an extension may be requested by the Contractor and granted by the Housing Department if unusual circumstances prevent compliance. If a response is not received by the Housing Department within the agreed-upon time frame, the HOUSING DEPARTMENT will follow up with the Contractor, and Performance Penalties will be assessed. If the Contractor continues to be delinquent, in responding, the request will be elevated to the Housing Departments' management for further review.
- 18.3.3. Random follow-up inspections may be performed in those facilities that are assessed to be at a higher risk for recurrence of noncompliance.
- 18.3.4. Facility Inspection Reports will be kept on file and will be used to help determine facilities in need of future inspections.
- 18.4.** The Housing Department will discuss performance issues with the Contractor according to the Custodial Service Performance Report - Overall Inspection Report rating:
- 18.4.1. Score of 2.75 - 3.0: Passing Score**
- The Contractor is not required to submit Exhibit 5 - Vendor



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Performance Report and Corrective Action.

- The Housing Department will review the findings and discuss them with the Contractor, as needed.

18.4.2. **Score of 2.25 – 2.74: Needs Improvement/Corrections Required**

- Performance Penalties may be assessed for this section according to the Performance Penalties section indicated below
- The Contractor is required to submit a Vendor Performance Report and Corrective Action within 3 business days of receipt of a form via email.
- The Housing Department will follow up with the Contractor once the form is emailed to discuss the report findings with the Contractor, and a site visit may be scheduled at the request of the City or Contractor.
- The Housing Department will perform a detailed review of the Contractor's completed Corrective Action Form to ensure that the corrective actions that the Contractor has implemented will adequately address the findings.
- The Contractor may be required to pay to the City up to 10% of the total monthly cost of the facility location being inspected for each monthly inspection report the Needs Improvement/Corrections Required.

18.4.3. **2.0 – 2.24: Needs Immediate Action**

- Performance Penalties may be assessed for this section under the Performance Penalties section indicated below
- The Contractor is required to submit the Vendor Performance Report and Corrective Action Form within 2 business days of receipt of a form via email.
- The Housing Department will follow up with the Contractor once the form is emailed to discuss the report findings with the Contractor, and a site visit may be scheduled at the facility location with the Contractor and Housing Department.
- The Housing Department will perform a site review at the facility location within 1-3 business days after receipt of the Contractor's completed Corrective Action Form, to ensure the implementation of the Contractor's stated corrective actions.
- The Contractor may be sent a Notice to Cure at the discretion of the Housing Department and the Procurement Officer.
- The Contractor shall be required to pay to the City up to 25% of the total monthly cost of the facility location being inspected for each monthly inspection report that needs Immediate Action.



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18.4.4. **Less than 2.0: Failure with Need for Immediate Action**

- Performance Penalties may be assessed for this section according to the Performance Penalties section indicated below.
- The Contractor is required to submit a Vendor Performance Report and Corrective Action within 1 business day of receipt via email.
- The Housing Department will initiate a conference call immediately to review the inspection findings with the following persons:
 - ✓ Contractor's Management – if applicable
 - ✓ Contractor's Supervisors/Leads – if applicable
 - ✓ Housing Facility Management
- The Contractor may be sent a Notice to Cure at the discretion of the Housing Department and the Procurement Officer.
- The Housing Department will initiate a facility site visit with the Contractor to discuss the immediate action Contractor must take to address performance failure.
- The Housing Department will perform a site review at the facility location within 1-3 business days after receipt of the Contractor's completed Corrective Action Form, to assess the implementation of corrective actions.
- The Contractor shall pay to the City up to 50% of the total monthly cost of the facility location being inspected for each monthly inspection report that receives Failure with Need for Immediate Action.

18.5. Safety and Supplies Inspection Report: The City takes very seriously the safety of all city employees, contractors, and residents using City facilities; therefore, **any non-compliance score in any category on Exhibit 6 - Safety Supplies and Equipment Inspection Report will require Contractor to pay to the City 25% of the total monthly cost of the facility being inspected.**

19. Contract reassignments: The Contractor may not assign, subcontract, sell or franchise all or any part of the Contract without the express written approval of the Deputy Finance Director.

20. Contract completion walkthrough:

20.1. Approximately 30 calendar days prior to the end of the contract, the Contractor's representative and the Housing Department will schedule a walk-through inspection of the facilities to review cleanliness.

20.2. If the cleanliness level of a facility is below that of the cleanliness standards



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established by the terms, conditions, and provisions of the contract, the Housing Department will withhold the last monthly payment for that facility until the cleanliness standards are met and must be concluded prior to new contract start date.

21. Contract phase-out and transition:

- 21.1.** A Phase-out orientation is needed to familiarize the new Contractor and employees with operations. All correspondence shall be coordinated through the Housing Department during this orientation period. Assistance may be in person, by telephone, through electronic media, or as requested by the Housing Department. The Contractor shall be available to assist or answer questions during normal working hours, with a same-day response to the Housing Department.
- 21.2.** The Contractor shall be required to provide phase-out orientation assistance, as requested, to the City for up to 30 calendar days following the new contracts effective date.
- 21.3.** The outgoing Contractor shall be wholly responsible for providing the services called for by this Contract during the phase-out period. The Contractor agrees to cooperate with the City to enhance the continuity and consistency of the services required by any resulting Contract.



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1. **COPIES:** Please submit one original electronic copy of the Submittal Section and all other required documentation via email to: melanie.bynoe.torzala@phoenix.gov. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.

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

2. **OFFER SUBMITTAL FORMAT:** The written offer should be:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date
- Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Operations Plan - This includes a narrative of its proposed Operations Plan

Tab 2 Experience and Qualifications - This includes a narrative and executive summary that demonstrates that it has the required experience and personnel.

Tab 3 Quality Assurance Program – This includes a narrative of its proposed quality assurance program plan.

Tab 4 Submittal Section (pages 73-81)

Tab 5 Signed Addenda if applicable

Tab 6 Pricing – Attachment A - Bid Price Schedule

3. **COSTS AND PAYMENTS:**

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

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



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

4. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



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- 5. YEARS IN BUSINESS AND REFERENCES:** Contractor certifies that they have provided complete Custodial Services listed in this solicitation for a period of three years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Custodial Services requiring references. Do not use City of Phoenix for a reference.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



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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 a solicitation.

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

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

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

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

Authorized Signature

Date

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

(Member, Manager, President)

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



SECTION VI – SUBMITTALS

**CITY OF PHOENIX
251 W. Washington Street
4th Floor
Phoenix, AZ 85003**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate, Department
Titus Mathew
Housing Director

Attest:

_____ this ____ day of _____ 2022
City Clerk

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX
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Conflict of Interest & Solicitation Transparency Disclosure Form

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

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

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

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

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

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

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX
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• Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

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

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

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



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

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

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

• Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited



SECTION VI – SUBMITTALS

CITY OF PHOENIX
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contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

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

OATH

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

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



SECTION VII - ATTACHMENTS

**CITY OF PHOENIX
251 W. Washington Street
4th Floor
Phoenix, AZ 85003**

ATTACHMENT A - BID PRICE SCHEDULE

Item No.	Housing Facility Location	Address	Monthly Rate (includes Floor Buffing and Machine Scrubbing)
1.	Family Self Sufficiency Program	810 S. 7th Avenue, Suite 3, 4 & 16, Phoenix, AZ 85007	\$ per month
2.	Emmett Mcloughlin CTEC & FSS	1150 S. 7th Ave, Phoenix, AZ 85007	\$ per month
Group I Total – Items All or None			

Item No.	Senior Center Facility Location	Address	Monthly Rate (includes Floor Buffing and Machine Scrubbing)
1.	Sunnyslope Manor	205 East Ruth Avenue, Phoenix, AZ 85020	\$ per month
2.	Fillmore Gardens	802 N 22nd Place, Phoenix, AZ 85006	\$ per month
3.	Maryvale Parkway Terrace	4545 N Maryvale Pkwy, Phoenix AZ 85031	\$ per month
Group II Total – Items All or None			

PER OCCURRENCE TASKS (OPTIONAL)			
1.	Additional Requested Services (Hourly labor Rate Per Employee, All Equipment and Supplies Included)		\$ /per Hour
2.	Carpet & Upholstery Cleaning		\$ / Per Square Foot
3.	Hard Surface Floors		\$ / Per Square Foot
4.	Power Wash		\$ / Per Square Foot
5.	Upholstered Furniture/Partitions		\$ / Per Square Foot
6.	VCT Floors		\$ / Per Square Foot
7.	Window Cleaning		\$ / Per Square Foot



SECTION VIII - EXHIBITS

CITY OF PHOENIX
251 W. Washington Street
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EXHIBIT 1 – HOUSING DEPARTMENT LOCATIONS TO CLEAN BY GROUP

Group 1 - LOCATION NUMBER 1			
Family Self Sufficiency Program			
810 S. 7th Avenue, Suite 3, 4 & 16, Phoenix, AZ 85007			
Building Specifications	Flooring	Approximate Square Feet	Hours of Operation N/A
	Carpet	484	
	Concrete	602	
	Total	1,089	
	Building Description:		
Offices, kitchen, restrooms			
Restrooms, Kitchens, and Water Fountains			
4 Restrooms - 4 stalls, 4 sinks			
2 Kitchens - 2 sinks			
Cleaning Schedule	Shift 1:	Thursday 8:30 AM -10:00 AM	
Cleaning Specifications	Please refer to Section IV, Paragraph 12, Cleaning Specifications		



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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Group 1 - LOCATION NUMBER 2

EMMETT MCLOUGHLIN CTEC & FSS

1150 S. 7th Ave, Phoenix, AZ 85007

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Ceramic	1,718	N/A
	Laminate	3,904	
	VCT	892	
	Linoleum	708	
	Carpet	1,286	
	Total	8,508	
	Building Description:		
Three (3) separate buildings (the CTEC, FSS and Administrative Offices in the Historical Units) includes but not limited to: General offices, conference rooms, computer lab, restrooms, childcare facility, kitchen, storage areas. The majority of the work is conducted at the CTEC			
Restrooms, Kitchens, and Water Fountains			
5 Restrooms - 4 stalls, 2 urinals			
1 Kitchen - 1 w/sink			
Cleaning Schedule	Shift 1	Mon - Fri 8:00 AM - 4:30 PM	
Cleaning Specifications	Please refer to Section IV, Paragraph 12, Cleaning Specifications		
Additional Site-Specific Information	<p>Sweep all walkways, entryways, sidewalks, breezeways, and courtyards daily.</p> <p>Hose off all walkways, entryways, sidewalks, breezeways and courtyard as needed.</p> <p>Clean interior and exterior windows of the entire building, a minimum of one time per month.</p> <p>All glass entry doorways glass and any sliding glass will be cleaned daily.</p> <p>Dust and remove cobwebs from walls around entryways, windows and ledges as far as the duster on an extension can reach.</p> <p>Child Care Facility will be cleaned and disinfected daily at the beginning of the shift, and at least twice more during the day.</p> <p>Dust vertical blinds and mini blinds.</p> <p>Interior and exterior of facilities will be kept free of cobwebs and dust.</p> <p>Ceramic tile floors throughout the building will be mechanically scrubbed one (1) time per week, with a degreaser capable of removing spots, stains, dirt, and embedded materials.</p>		



SECTION VIII - EXHIBITS

**CITY OF PHOENIX
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Group 1 - LOCATION NUMBER 2

EMMETT MCLOUGHLIN CTEC & FSS

1150 S. 7th Ave, Phoenix, AZ 85007

All laminate wood floors and childcare flooring will be maintained and cleaned weekly using recommendation of the installer.

Carpets will be maintained weekly to be free of stains.

Exterior concrete at entryways, walkways, sidewalks, patios, and courtyard will be power washed one (1) time every other month. Schedule to be given to city staff.



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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Group 2- LOCATION NUMBER 1			
SUNNYSLOPE MANOR			
SENIOR HOUSING ADMINISTRATION			
205 East Ruth Avenue, Phoenix AZ 85021			
Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Carpet	7,500	Mon - Fri 8:00 AM - 4:30 PM Excluding City Holidays
	VCT	0	
	Laminate	5,500	
	Stairwells	2,000	
	Total	15,000	
	Building Description: Offices, Common Areas, Lobby, Public Restrooms, Hallways, Stairwells, Rec Rooms, Jacuzzi Rooms(x2), Elevators floors and walls		
	Restrooms, Kitchens, and Water Fountains 4 Restrooms - 3 stalls, 1 urinal, 10 Sinks, 1 water fountain 1 Community Kitchen - 2 sinks		
Cleaning Schedule	Shift 1 - Vendor must be onsite during the following times:		Mon - Fri 10:00 AM -4: 00 PM
Cleaning Specifications	Please refer to Section IV, Paragraph 12, Cleaning Specifications		
Additional Site-Specific Information	Public restrooms in lobby will be cleaned a minimum of two times daily. With detail cleaning once every 2 weeks Empty outside trash cans and replace liners daily Clean and disinfect trash cans every 2 weeks and replace can as needed Weekly Common area sweeping and mopping, vacuuming of carpeted areas and sweep and mopping of stairwells, Trash chute and room disinfecting daily Rotate out Recycle bins to the rear of the property		



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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Group 2- LOCATION NUMBER 2			
FILLMORE GARDENS			
SENIOR HOUSING ADMINISTRATION			
802 N 22nd Place, Phoenix, AZ 85006			
Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Carpet	10,380	Mon- Fri 8AM-4 30 PM Excluding City Holidays
	VCT/Stairwells	324/1000	
	Ceramic	250	
	Laminate	10,842	
	Total	22,796	
	Building Description:		
Offices, training rooms, common areas, common kitchen, 4 restrooms, hallways, stairwells, Elevators floors and walls			
Restrooms, Kitchens, and Water Fountains			
6 Restrooms - 9 stalls, 3 urinals, 8 sinks, 4 water fountains 1 Kitchens - 1 sink			
Cleaning Schedule	Shift 1 - Vendor must be onsite during the following times:		Mon - Fri 10:00 AM -4:00 PM
Cleaning Specifications	Please refer to Section IV, Paragraph 12, Cleaning Specifications		
Additional Site-Specific Information	<p>Public restrooms in the lobby will be cleaned a minimum of two times daily. With detailed cleaning once every 2 weeks</p> <p>Empty outside trash cans and replace liners daily</p> <p>Clean and disinfect trash cans every 2 weeks and replace can as needed</p> <p>Weekly Common area sweeping and mopping, vacuuming of carpeted areas and sweep and mopping of stairwells, trash chute and room disinfecting daily</p>		



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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Group 2- LOCATION NUMBER 3			
MARYVALE TERRACE			
SENIOR HOUSING ADMINISTRATION			
4545 N Maryvale Pkwy, Phoenix, AZ 85031			
Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Carpet	8,818	Mon- Fri 8:00 AM - 4:30 PM Excluding City Holidays
	Laminate	2,382	
	Ceramic	250	
	Stairwells	1,164	
	Total	12,614	
	Building Description:		
Offices, Rec rooms, Lobby area, kitchen, restrooms, Community Room			
Restrooms, Kitchens, and Water Fountains			
2 Restrooms - 3 stalls, 1 urinal, 4 sinks, 1 water fountains			
1 Kitchens - 2 sinks			
Cleaning Schedule	Shift 1 - Vendor must be onsite during the following times:		Mon - Fri 10:00AM -4 :00 PM
Cleaning Specifications	Please refer to Section IV, Paragraph 12, Cleaning Specifications		
Additional Site-Specific Information	<p>Public restrooms in lobby will be cleaned a minimum of two times daily. With detail cleaning once every 2 weeks</p> <p>Empty outside trash cans and replace liners daily</p> <p>Clean and disinfect trash cans every 2 weeks and replace can as needed</p> <p>Weekly Common area sweeping and mopping, vacuuming of carpeted areas and sweep and mopping of stairwells, trash chute and room disinfecting weekly</p>		



SECTION VIII - EXHIBITS

CITY OF PHOENIX
251 W. Washington Street
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EXHIBIT 2 – QUALITY CONTROL CHECK LIST

Custodial Services - Quality Control Checklist					
Site:				Date:	
Address:				Reviewed By:	
Contractor:				Previous Review Date: Previous Score:	
This form is for the Contractor and Department Representative to conduct quality inspections.					
Du e: In accordance with Section V, Scope of Work, Item 12. Custodial Service Performance Inspections				Scoring: A QC score of 2.75 or better is compliant	
Rating:		3 Meets Standards	2 Below Standards	1 Unacceptable	
Category	Notes required for < 3 rating. Details, Specify What, Where, Why	Cleanliness Rating	Corrective Action	Date Corrective Action Completed	
1	Entrance/Exits	3			
2	Restrooms	2			
3	Showers	1			
4	Lunchrooms	3			
5	Kitchens	3			
6	Offices - Administration	2			
7	Offices - Maintenance	2			
8	Meeting Rooms	1			
9	Drinking Fountains	3			
10	Stairs/Landings	3			
11	Carpet	2			



SECTION VIII - EXHIBITS

**CITY OF PHOENIX
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12	Floors (non-carpet)		2		
13	Custodial Closet		2		
14	Lights, covers, vents		2		
15	Walls		2		
16	Doors/Frames		2		
17	Glass Doors/partitions/wind ows		2		
18	Trash / recycle bins		2		
19	Patio		2		
20	Parking Lot		2		
20	Total Items		Overall Inspection Rating	2.15	



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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EXHIBIT 3 – QUALITY CONTROL INSPECTION REPORT

Custodial Services - Quality Control Inspection Report					
Site:	24th St. Water Administration Building		Date:	April, 2018	
Address:	6202 N. 24th St.		Reviewed By:	Stanley Wong and ISS Management	
Contractor:	ISS		Previous Review Date:		
			Previous Score:		
This form is for the Contractor and City Contract Representative to conduct quality inspections. Scoring correlates to the contract.					
Due :	Contractor submits this form to the contract representative five working days prior to the end of the review period.			Scoring:	A QC score of 3 or better is compliant
Rating:	3 Meets Standards	2 Below Standards	1 Unacceptable		
Category	Notes required for < 3 rating. Details, Specify What, Where, Why	Cleanlines Rating	Corrective Action	Date Corrective Action Completed	
1	Entrance/Exits	Lower Level	2	sweep and remove debris daily	on-going
2	Restrooms	floor drains / Restrooms	3	Treat weekly to prevent sewage gas back up, Daily cleaning of ALL restrooms	on-going
3	Showers		3		
4	Lunchrooms		3		
5	Kitchens		3		
6	Offices - Administration		3		
7	Offices - Area 2 and Security Management		3		
8	Meeting Rooms		3		
9	Drinking Fountains		3		
10	Stairs/Landings		3	sweep daily	



SECTION VIII - EXHIBITS

CITY OF PHOENIX
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**Custodial Services - Quality Control
 Inspection Report**

11	Carpet	small spots/stains in various areas	2	include carpet spot cleaning as part of the weekly floor maintenance.	on-going
12	Floors (non-carpet)		3		
13	Custodial Closet		3		
14	Lights, covers, vents		3		
15	Walls		3		
16	Doors/Frames		3		
17	Glass Doors/partitions/windows		3		
18	Trash / recycle bins		3		
19	Patio		3		
20	Guard House		3		

20	Total Items	Overall Inspection Rating	2.90	Enter this number in Attachment A - Quality Control row
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Note S:	Delete <u>data</u> in rows that are not used for rating - do not delete the rows.	If you need to add rows - enter the sequential numbers in column B (...37, 38, 39...)
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SECTION VIII - EXHIBITS

CITY OF PHOENIX
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EXHIBIT 5 – CORRECTIVE ACTION FORM

Corrective Action Form		
Site:		Inspection Date:
Address:		Response Due Date:
Contractor:	Contractor Representative:	Report Type:
<p>1. What was the immediate corrective action that was taken by the vendor after being informed about the inspection?</p>		
<p>2. What did the vendor determine to be the root cause of the finding after the facility received the formal inspection results?</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>		
<p>3. Regarding the cause of the finding, please describe in detail how this led to the deficiencies noted in the finding report:</p>		
<p>4. As a result of the root cause of the finding above, what action has the vendor management taken to ensure the finding listed by the Department Contact will not happen again?</p>		



SECTION VIII - EXHIBITS

**CITY OF PHOENIX
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Corrective Action Form

**What date was the corrective action implemented
(mm/dd/yyyy)?** _____

**What date did Management follow up to ensure that the corrective actions were initiated
(mm/dd/yyyy)?** _____

5. What measures will be taken by vendor management to ensure that the corrective actions are sustained?

**Vendor management responsible
for implementing corrective action:**

Name: _____

Date: _____

**Vendor management responsible for verifying
that corrective actions have been implemented
and are sustained:**

Name: _____

Date: _____

Contractor is required to complete a Corrective Action Report for scores of 2.25 and lower.



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CITY OF PHOENIX
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EXHIBIT 6 – SAFETY SUPPLIES AND EQUIPMENT INSPECTION REPORT

Safety Supplies and Equipment Inspection Report
Site: Inspection Date:
Address:
Dept Contact Contractor:
Category Checklist Item Score (circle one) Comments
Safety SDS available, correct for all material present. Compliant Non-Compliant "All SDS checked and current with materials present"
Supplies Are the approved cleaning chemicals on hand, labeled, and used? Compliant Non-Compliant "All chemicals checked & labeled"
Supplies Is personal protective equipment available? Compliant Non-Compliant "PPE is available"
Equipment Is approved equipment on hand and used? Compliant Non-Compliant "Equipment is available and used"
Other observations based on Safety, Supplies, or Equipment:

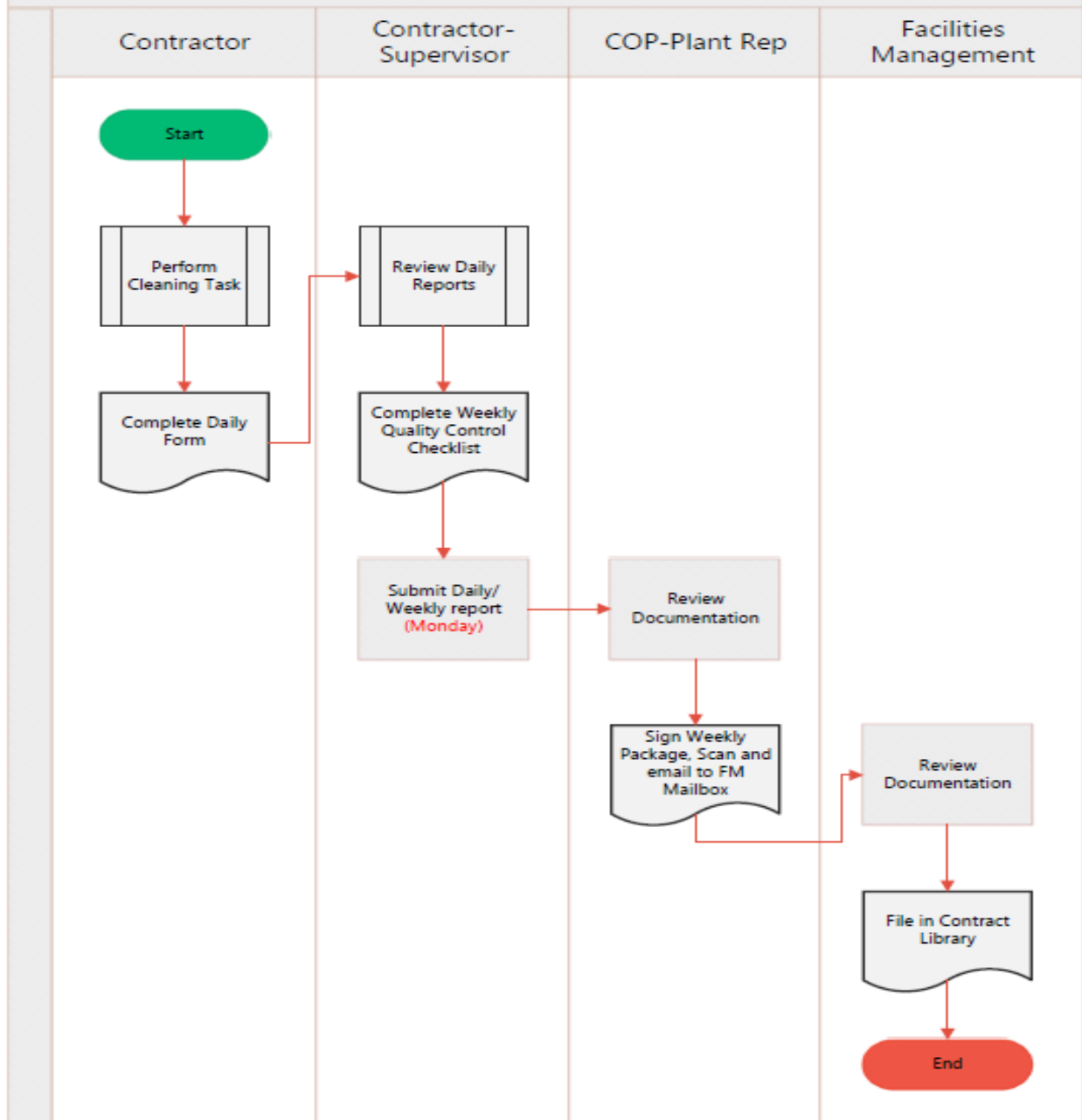


SECTION VIII - EXHIBITS

CITY OF PHOENIX
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EXHIBIT 7 - QUALITY CONTROL MANAGEMENT PLAN

Custodial Services Quality Management Plan (Daily/Weekly)

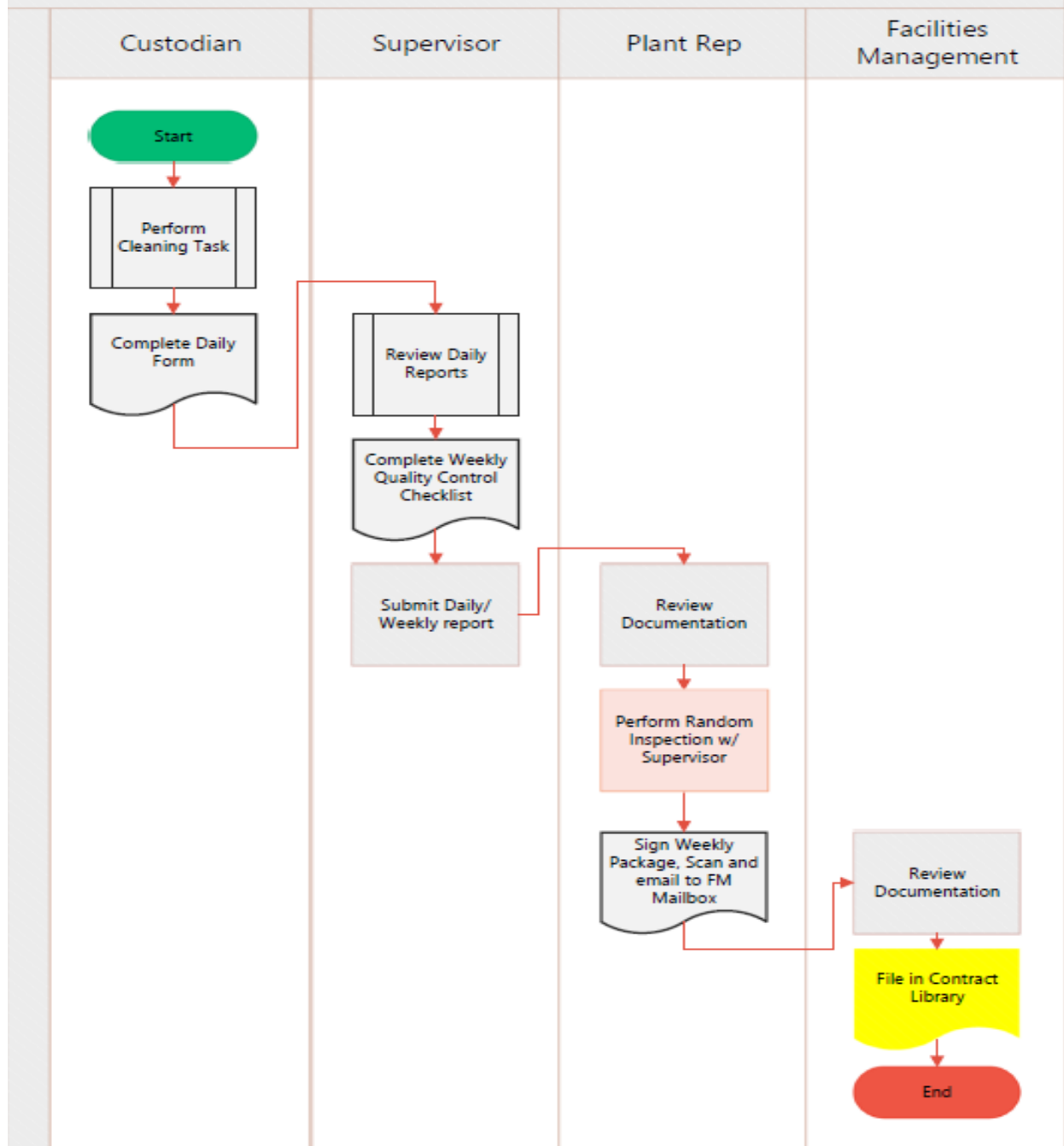




SECTION VIII - EXHIBITS

CITY OF PHOENIX
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Custodial Services Quality Management Plan (Monthly)





SECTION VIII - EXHIBITS

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