



Request for Qualifications

RFQu 22-001 Event Services Staffing Qualified Vendors List

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SECTION I - INSTRUCTIONS

SECTION I – INSTRUCTIONS

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

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked, and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- 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:

The Phoenix Convention Center Department (PCCD) invites offers from qualified vendors to supply temporary labor to support the Phoenix Convention Center Venue, the Orpheum Theatre, Symphony Hall and other various venues managed by the PCCD. Temporary labor services requested can include short-term staff needed to provide support for a specific labor classification as well as a pool of laborers to provide on-going event support laborers. Offer shall provide all requested laborers and supervisors to support various functions and events.

The PCCD will establish a **Qualified Vendors List (QVL)** of vendors that are deemed qualified to provide Event Services Staffing as described in this solicitation. The PCCD will evaluate the offer(s) as pass or fail for each qualification criteria and only those Offers that receive a pass for all qualification criteria may be recommended for the Qualified Vendors List.

- 1.1 This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.2 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
Written Inquiries Due Date	11 AM 1/16/23
Offer Due Date	11AM 2/2/2023
Offer Submittal	Electronically ONLY No hardcopies will be accepted. See item 12 below.

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

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

Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Phoenix Convention Center Department, Fiscal and Procurement Services Division, 100 North 3rd Street, Phoenix, AZ 85004. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

5. **PREPARATION OF OFFER:**

5.1. 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.

5.2. 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.

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

5.4. 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:

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

5.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

5.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

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- 5.4.4.** 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.
- 5.4.5.** 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.
- 5.4.6.** 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.
- 5.4.7.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

6. EXCEPTIONS:

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

7. INQUIRIES:

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the



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Schedule of Events. The City will not consider questions received after the deadline.

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

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

8. ADDENDA:

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

9. BUSINESS IN ARIZONA:

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

10. LICENSES:

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

11. CERTIFICATION:

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan,

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gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

12. SUBMISSION OF OFFER:

The City of Phoenix will accept submittals electronically ONLY, for this RFQu process. No hardcopies will be accepted. To submit proposals electronically, offerors must send email submittal to the Procurement Officer dorene.boyd@phoenix.gov AND cpz.procurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Due Date and Time specified. Please identify the solicitation number i.e. RFQu 22-001 Event Services Staffing on the subject line of the email when submitting your bid

13. WITHDRAWAL OF OFFER:

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

14. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. 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 list of bidders on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information as it was received in the offer. The City makes no guarantee as to the accuracy of any information. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

15.1. Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

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

16. CONTRACT AWARD:

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

17. QUALIFICATION CRITERIA

17.1. 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;
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
- Safety record; or
- Vendor history of complaints or termination for convenience or cause.

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

17.3. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the 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

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

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

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

19.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for

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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:

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- 20.5.1** Identification of the solicitation number;
 - 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.

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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 a late Offer.

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 is disclosed by the offer 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. CONTRACT AWARD:

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

25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

25.1. Offers will be reviewed for documentation of—required qualifications, completeness, and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

25.2. 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.

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

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26. EQUAL LOW OFFER:

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

SECTION II - STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Will, Must, Shall	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
May	Indicates something that is not mandatory but permissible.

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

"A.R.S."	Arizona Revised Statute
"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 Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.
"City"	The City of Phoenix
"Contract Administrator"	Shall refer to the contract administrator as designated by the Director.
"Contract Manager"	Shall refer to a staff member designated by the Director
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract" or "Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Offeror.

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

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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 Standard terms and conditions

2.2.2 Amendments

2.2.3 Statement or scope of work

2.2.4 Specifications

2.2.5 Attachments

2.2.6 Exhibits

2.2.7 Instructions to Offerors

2.2.8 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.

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Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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

3. CONTRACT ADMINISTRATION AND OPERATION:

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

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organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job- contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

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

3.3.2. For a Contractor with more than 35 employees: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are

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performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- 3.3.3. Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.3.4. Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 3.4. 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.

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- 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.
- 3.5.1.** At the request of City representatives, the Contractor will provide the City: Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- 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.
- 3.5.3** 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.

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- 3.7. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.9. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 4. COSTS AND PAYMENTS:**
- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the 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.

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- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. 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 by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way

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binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.

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

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

6. RISK OF LOSS AND LIABILITY:

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

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

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

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or

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mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

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

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

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

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

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7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient

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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.

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:

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- 8.2.2.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- 8.2.2.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- 8.2.2.3 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;
- 8.2.2.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- 8.2.2.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives 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 a offer price.

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10. TAX INDEMNIFICATION:

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

11. TAX RESPONSIBILITY QUALIFICATION:

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

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 One (1) year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation to support the increase, such as a published price index, applicable change in law, etc.. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than the Deputy Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Director or Department Director.

2. METHOD OF ORDERING (PURCHASE ORDERS):

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 with a copy to the Contract Manager April Truncellito april.truncellito@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;
- Applicable tax;
- Remit to address.

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4. METHOD OF PAYMENT:

Payments to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the information detailed above.

5. PARTIAL PAYMENTS:

Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

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 identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

7. 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. 10. 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.

8. 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.

9. 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

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conference is to discuss critical elements of the work schedule and operational problems and procedures.

10. 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: April Truncellito
Email: april.truncellito@phoenix.gov

11. 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.

12. 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.

13. 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.

14. LICENSES AND PERMITS:

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

15. 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.

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16. 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 **\$1000.** 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.

17. 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.

18. 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.

19. 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 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.

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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.

20. TRANSITION OF CONTRACT:

At least **30 days** prior to the expiration or termination of this contract vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of service at the required level of proficiency. Vendor agrees to provide to the city all files in ASCII format (or other city-designated format), supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of vendor. The provisions of this section will survive the expiration or termination of this contract. Within the City's sole discretion, the vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.

21. TYPES OF WORK SUPERVISION:

The Contractor shall provide 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.

22. BACKGROUND SCREENING:

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

22.1. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City

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may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

- 22.2. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 22.3. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 22.4. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- 22.5. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. 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;

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

22.6. Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the

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work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

22.7. Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

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

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

22.10. Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee: \$55.00 per badge

SECTION III - SPECIAL TERMS AND CONDITIONS

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

23. BACKGROUND SCREENING – MAXIMUM RISK:

23.1. Determined Risk Level: The current risk level and background screening required is MAXIMUM RISK.

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

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

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

23.4. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- Credit Check (for cash handling, accounting, and compliance positions only)
- Driving records (for driving positions only)

SECTION III - SPECIAL TERMS AND CONDITIONS

- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

24. **CONFIDENTIALITY:**

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give

SECTION III - SPECIAL TERMS AND CONDITIONS

written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

25. DATA PROTECTION:

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

SECTION III - SPECIAL TERMS AND CONDITIONS

- 25.1.** When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
- 25.1.1.** process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 - 25.1.2.** implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
 - 25.1.3.** not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

SECTION III - SPECIAL TERMS AND CONDITIONS

- 25.1.4.** as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 25.1.5.** take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 25.1.6.** maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
- 25.1.7.** allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- 25.2.** If Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

 - 25.2.1.** provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 - 25.2.2.** take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

SECTION III - SPECIAL TERMS AND CONDITIONS

25.2.3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

25.2.4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

26. SECURITY INQUIRIES:

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

The City, in its sole discretion, reserves the right, but not the obligation to:

SECTION III - SPECIAL TERMS AND CONDITIONS

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

SECTION IV – INSURANCE AND INDEMNIFICATION

SECTION IV – INSURANCE AND INDEMNIFICATION

1. 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.

SECTION IV – INSURANCE AND INDEMNIFICATION

- 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 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.
- 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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SECTION IV – INSURANCE AND INDEMNIFICATION

- 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.

2.1.2. Worker's Compensation and Employers' Liability

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

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

3. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to:

City of Phoenix,
Phoenix Convention Center Department
Contracts Division
100 N. 3rd Street
Phoenix, AZ 85004-2231

SECTION IV – INSURANCE AND INDEMNIFICATION

4. ACCEPTABILITY OF INSURERS:

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

5. VERIFICATION OF COVERAGE:

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

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

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

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

City of Phoenix,
Phoenix Convention Center Department
Contracts Division
100 N. 3rd Street
Phoenix, AZ 85004-2231

6. SUBCONTRACTORS:

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

SECTION IV – INSURANCE AND INDEMNIFICATION

subject to the minimum requirements identified above.

7. APPROVAL:

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

SECTION V – SCOPE OF WORK

SECTION V – SCOPE

The Phoenix Convention Center and Venues hosts a diverse range of conventions, trade shows, meetings and entertainment events in one of the premier convention facilities in the United States. We are committed to delivering the highest levels of customer service and guest experience in the industry.

We enhance the economic vitality of the Downtown area, the City of Phoenix and the State of Arizona by supporting tourism related industries/businesses and cultural organizations.

1. GENERAL REQUIREMENTS:

- 1.1 PCCD cannot guarantee a minimum number of hours during the term of this contract or any of its extension options.
- 1.2 It is understood by all parties that contractors' resources placed under the terms of this contract is/are not considered to be in "City Service." Temporary staff positions are exempt from classified services, Section V, Chapter XXV of the City of Phoenix Charter and do not benefit from the rights and privileges set forth for those employees.
- 1.3 The city reserves the right to recommend individuals to the Contractor.
- 1.4 It is anticipated that all work will be performed on PCCD property.
- 1.5 The Contractor's Resource(s) shall conform in all respects with regard to physical, fire and security / safety regulations while on PCCD premises.
- 1.6 The Contractor's Resource shall adhere to the PCCD established security and/or property entrance policies and procedures. It is the responsibility of the Contractor's Resource to understand and adhere to those policies and procedures prior to any attempt to enter any PCCD premises for the purpose of carrying out the services.
- 1.7 Contractor shall be responsible for all accounting, payroll functions, non-payroll Contractor Burden, and health and welfare benefit contributions in connection with its services.
- 1.8 Contractor shall maintain complete and accurate accounting records that substantiate all charges and must provide each of its Resources with timecards and/or access to electronic timekeeping process.

SECTION V – SCOPE OF WORK

- 1.9 Actual hours of work by the Resource must be approved by the PCCD.
- 1.10 Actual hours worked shall be the basis for the Contractor's billing to the PCCD and shall be submitted as requested.
- 1.11 Overtime means anytime an employee has worked exclusively for/at PCCD over forty (40) hours in one work week. Overtime requires prior written approval by the PCCD.
- 1.12 Weekend work shall not be considered overtime unless in excess of forty (40) hours as stated above.
- 1.13 If the position falls under FLSA (Fair Labor Standards Act), the overtime rate shall be paid at one and one-half (1 ½) times the hourly rate.
- 1.14 If the position does not fall under FLSA (Fair Labor Standards Act), then the pay rate for overtime shall be the same as the pay rate for regular/straight time for approved overtime hours.
- 1.15 There shall be no Conversion Fee for Resources who are hired by the City.
- 1.16 The Phoenix Convention Center is a 24-7-365 operation. Depending on the position requested laborers may be required to work first, second, third or weekend shifts.
- 1.17 Contracted Resources assigned to work at PCCD shall pay for parking. PCCD offers discounted parking at a current rate of five (5) dollars per day in the East Garage, located at 601 East Jefferson Street, Phoenix. Contracted Personnel may opt to purchase monthly or daily parking at the prevailing PCCD employee discounted rates. All parking rates are subject to change with a 30- day written notice

2. REQUIREMENTS FOR SPECIFIC LABOR CLASSIFICATION:

A job description for some of the anticipated PCCD contracted labor classification can be found in exhibit 1. Please note that the descriptions are meant to provide a summary of the duties and are not all inclusive. Additional positions may be requested. At the time of such request the PCCD will provide a job description and seek the associated billing rate from Contractor.

2.1 Resource Ordering and Referral Process:

SECTION V – SCOPE OF WORK

Orders for Resources shall be placed by the PCCD to the Contractor. The following will be provided with the request:

- Job title and detailed description of the duties and responsibilities; Contractor can find the City of Phoenix job titles and descriptions at <https://www.phoenix.gov/hr/job-descriptions>
- Certifications, licenses, degrees, experience, skills, abilities and or special requirements, if they are not already identified in the job description
- Working hours and days and location of assignment
- When required to start assignment
- Estimated length of assignment
- Background screening risk level and department contact who will coordinate the background screening process
- Any other information that may assist the Contractor in the selection of a Resource that meets the PCCD needs.

2.2 As requested by on PCCD's requirements, the Contractor shall provide resumes for review.

2.3 PCCD may conduct interviews with qualified Resources.

2.4 Following review of resumes, background/security, review and interviews PCCD will select the Resource(s) and has the right to accept or reject any or all of the referred Resources.

3. REQUIREMENTS FOR POOL OF ON-GOING EVENT SUPPORT LABORERS:

Contractor shall provide a dedicated accountant manager and all requested laborers and Supervisors to support events at the Phoenix Convention Center and three City managed Theaters.

Contractor's labor rates shall include the cost of the dedicated Management Representative.

3.1 Management Representative: Contractor shall assign a representative to manage the agreement. The Management Representative shall be available to interface with the PCCD Director or the designee(s). The costs associated with the Management Representative shall be the sole responsibility of the Contractor and shall not be paid or reimbursed by PCCD on the form of a management fee or otherwise.

SECTION V – SCOPE OF WORK

- 3.1.1** The Representative shall work closely with the PCCD Event Services Manager and/or designees and shall be available to interact with the PCCD Deputy Director or designated representatives upon request by the PCCD to interact with City staff and contracted labor staff to assure a productive labor operation and correct deficiencies. Working irregular hours, shifts, weekends, holidays, and evenings may be necessary as PCCD event needs require.
- 3.1.2** The Representative shall submit a reasonable work schedule that identifies work goals to advance the needs of the PCCD. The schedule shall be approved by the PCCD Event Services Manager or designee. Due to the 24-hour operation of the PCCD, the dedicated Manager shall be available via telephone 7-days a week to respond to PCCD needs from 8:00AM – 8:00PM. In cases where the dedicated Manager is not available, Offeror shall assign a qualified backup listed on the weekly schedule to be available during the same time period.
- 3.1.3** At no time shall offeror provide PCCD event labor from labor pools that have not been authorized to work at the PCCD and have not passed the appropriate background checks. Using non approved labor will require PCCD-approval for the event with written consent (e-mail is acceptable) of the Event Services Manager.
- 3.2 Management Representative shall include, but are not limited to:**
- 3.2.1** Developing and maintaining an active contracted Labor Pool Database containing an adequate number of PCCD-qualified contract laborers as business requires - 24 hours a day, 7 days a week, 365 days a year. This includes weekends, evenings and holidays. The database shall contain
- information on background check results, and current PCCD training requirements. Offeror shall have the ability to generate various labor reports for the PCCD using offeror's Labor Pool Database. Reports shall list Labor Pool personnel

SECTION V – SCOPE OF WORK

by legal name, eligibility status to work at the PCCD, labor classification, current skill set, current number of hours worked at PCCD, and/or any additional related information as may be requested by PCCD (i.e., floor care experience, set-up experience, performance recommendations, etc.).

- 3.2.2** The ability to provide an adequate number of qualified event services staff per day/or more as needed to fulfill PCCD needs. PCCD qualified Contracted Personnel are defined as event services staff that have knowledge of PCCD and the minimum labor requirements stated within this contract.
- 3.2.3** The ability to staff an adequate number of qualified contract labors overnight to fulfill PCCD needs.
- 3.2.4** Attending meetings as necessary including event review meetings, operational meetings, supervisory meetings, and any other PCCD-related meetings as requested by PCCD. Meetings may, be in person or online via Webex, Microsoft teams or another supported format by PCCD.
- 3.2.5** Creating and distributing via email an accurate schedule of contracted weekly labor as requested in a timely manner.
- 3.2.6** Developing and submitting to PCCD, recruitment strategies specifically targeting event services staff that have the specific skill(s) set required to work at PCCD.
- 3.2.7** The dedicated Manager shall work closely with the PCCD Security Manager to ensure that all PCCD Contract Laborers have passed the required City of Phoenix background check prior to their start date.
- 3.2.8** Develop, administer, manage and submit a written orientation and training program specific to PCCD. The training shall be approved by the PCCD.

SECTION V – SCOPE OF WORK

- 3.2.9** Ensure reports are delivered by the required due dates. i.e., Monthly and yearly labor hour totals, background checks, qualified labor pools, key and badge audits. A sample of the required reports are in Exhibit 2.
- 3.2.10** Ensure Contracted Personnel always follow PCCD's uniform policy. PCCD's uniform policy is in Exhibit 3, as a standard to follow. Contracted Event personnel are recommended to wear safety shoes/boots, not required. Footwear must be black or dark brown in color.
- 3.2.11** Ensure Contracted Personnel comply with the City's professional grooming standards.
- 3.2.12** Other duties as mutually agreed upon by PCCD and Offeror.

4. Contracted Event Supervisor:

This position, when requested is on an as needed basis that is determined from City staff. This position shall supervise work teams consisting of event services staff who perform a variety of manual work in support of PCCD events such as: conventions, conferences, luncheons, meetings, commercial exhibitions, theatrical performances, etc. in which PCCD facilities are used. Frequent public contact is required. Supervision of work team differentiates this class from other Contracted Personnel. Contracted Event Supervisors shall wear PCCD-approved uniform attire that identifies them as Contracted Event Supervisors. The Labor Pool shall maintain a ratio of one event supervisor for every ten event laborers. The ratio of supervisors to laborers will fluctuate based on event needs and will be decided by PCCD. When the PCCD has a single event with ten or more employees the PCCD may request a supervisor to assist with maintaining adequate leadership for the assigned events.

- 4.1** Contracted Event Supervisors shall be responsible for training, checking-in laborer's, monitoring, directing, ensuring quality control, and disciplining event services staff. In addition, Contracted Event Supervisors shall enforce PCCD policies and procedures as they relate to contracted labor and event operations and shall be PCCD's

main point of contact for offeror when any issues arise.

- 4.2 The number of Contracted Event Supervisors to be provided by offeror and the approximate number of hours that each Contracted Event Supervisors will work shall be determined by PCCD. Contracted Event Supervisors are required to be knowledgeable of the PCCD Guest Service Promise and Commitment to Excellence (Exhibit 4) to ensure only the most qualified supervisors are assigned to the PCCD Supervisor Essential Functions.
- 4.3 Supervises and participates in the work of event services staff engaged in setting up or taking down moveable bleachers, portable stages, temporary seating, or managing event arrangements.
- 4.4 Supervises and participates in custodial maintenance.
- 4.5 Assigns work and trains inexperienced event services staff in PCCD tasks to be performed.
- 4.6 Ensures that work is performed to quality standards and in accordance with fire code and OSHA safety regulations.

5. Required Knowledge, Skills, and Abilities

- 5.1 Materials, methods, and practices including the basic use of tape measuring essential to proper event set-up and tear- down services.
- 5.2 Simple mechanical principles, such as the action of springs, levers, wheels, dolly carts and storage cart use.
- 5.3 Basic knowledge of custodial maintenance including mopping, restroom sanitization, cleaning and related chemical products, polishing furniture, sweeping, dust-mopping, pan and broom, stocking, cleaning windows and dusting while using safety precautions.
- 5.4 Supervisory experience and effective communication skills in English.
- 5.5 Ability to learn Basic Fire Code and OSHA safety regulations as it relates to PCCD.

SECTION V – SCOPE OF WORK

- 5.6 Work cooperatively with City employees and other event services staff, to serve the public.
- 5.7 Observe and monitor laborers work performance to determine compliance with prescribed operating or safety standards. Understand and use graphic instructions such as layouts, set-up plans, CAD diagrams and other visual aids.
- 5.8 Have the physical capability required to set up and remove tables, chairs, bleachers, stages, or similar objects (50 lbs. or more).
- 5.9 Perform janitorial work and general event clean-up.
- 5.10 Continuously stand, walk, and perform work on concrete or paved surfaces for extended periods.
- 5.11 Comprehend and make inferences from written material
- 5.12 Learn job-related material through oral instruction, observation, structured lectures, and readings which takes place in an on-the-job setting.
- 5.13 Work safely without presenting a Hazard to others.

6. **CONTRACTED EVENT LABORER:**

Performs a wide variety of routine, unskilled and semi-skilled manual tasks involving moving equipment, set-up, take down, storage of event equipment, as well as performing routine work in support of conventions, exhibitions, theatrical performances, and janitorial services. Event laborers must be able to perform strenuous setup labor over extended periods of time as well as walking long distances throughout their assigned shift without sitting. Event services staff must be physically capable of performing the full range of duties of this position. Event laborers work under close supervision of the Event Services Supervisor, Event Services Lead, Event Services Worker and/ or the Contracted Event labor Supervisor.

6.1 **Laborer Essential Functions:**

- 6.1.1 Neatly sets and stows all PCCD and Theatre equipment as requested for events according to plans furnished by PCCD

SECTION V – SCOPE OF WORK

and/or Theatre's staff. This equipment includes, but is not limited to, tables, stages, chairs, furniture, bleachers,

displays, drapes, flags, waste containers and tents.

- 6.1.2** Moves operable walls and divider wall partitions.
- 6.1.3** Remove waste and recyclable material from floors and receptacles, placing the waste in corresponding exhibit hall trash and recycle compactors.
- 6.1.4** Scrapes, removes, and cleans tape, gum, and other debris on premises.
- 6.1.5** Cleans restrooms including toilets and urinals, walls, windows up to 8', phones, drinking fountains, elevators, doors, tables and other common touch point surfaces sanitizing and disinfecting surfaces.
- 6.1.6** Dusts surfaces of varying heights.
- 6.1.7** Sweep floors, vacuum carpeted areas and perform general floor maintenance
- 6.1.8** Operate ride on vacuums
- 6.1.9** Perform tasks inside and outside PCCD, such as monitoring areas outside PCCD facilities, including emptying waste containers, sweeping and washing sidewalks, cleaning waste containers, benches, removes and cleans cigarette waste and removes debris from planter beds.
- 6.1.10** Stock/replace dispensers with paper towels, batteries, sanitizer, portable wipe stands and other sanitizing equipment.
- 6.1.11** Reports any damage to designated PCCD personnel.
- 6.1.12** Demonstrates continuous effort to improve operations, decrease turn-around times, streamline work processes, and

SECTION V – SCOPE OF WORK

works cooperatively and jointly to provide quality, seamless customer service.

6.1.13 All duties as assigned.

6.2 Required Knowledge, Skills, and Abilities:

Understand and follow oral and written instructions.

6.2.1 Communicate in the English language in person or in a one-to-one setting.

6.2.2 Work cooperatively with City employees and other Event services staff to serve the public.

6.2.3 Use graphic instructions such as layouts, set-up plans such as CAD diagrams, and other visual aids.

6.2.4 Measure distance using a tape measure or other similar equipment.

6.2.5 Clean areas using a broom, mop, or other appropriate tools.

6.2.6 Frequently move heavy objects (50 pounds or more).

6.2.7 Set-up and removal of folding tables, chairs, bleachers, and other similar objects.

6.2.8 Stand, walk, and perform work on concrete or paved surfaces for extended periods of time.

6.2.9 Walk substantial distances continuously in the performance of work during an assigned 8-10-hour shift.

6.2.10 Work irregular hours, evenings, weekends, and holidays.

6.2.11 Learn how to utilize and operate basic ride on sweepers

6.2.12 Work safely without presenting a Hazard to self or others.

6.2.13 Works professionally with internal and external customers always.

7. CONTRACTED EVENT LABORER APPEARANCE AND CONDUCT:

Within 30 days of execution of this Agreement, offeror shall develop written appearance and conduct standards that follow PCCD appearance and conduct standards. The PCCD appearance and conduct policies are provided as a standard to follow in exhibits 5 and 6 below.

Event services staff whose appearance and/or conduct have been deemed unacceptable by the City's ADR, shall be removed immediately from PCCD premises. PCCD reserves the right at any time to require replacement Event services staff to perform the work that would have been completed by the unsatisfactory Contracted Event Laborers. Offeror shall bear the full cost of any such services obtained under these conditions as invoiced by PCCD. The provisions applying to the "No Show" designation shall be applied to all event services staff who are deemed unsatisfactory.

If PCCD in its sole and unfettered discretion finds offeror's overall performance is unsatisfactory; or offeror has failed to successfully replace unsatisfactory Contracted Event Laborer(s), PCCD reserves the right at any time to require replacement laborers to successfully perform work that PCC believes would not have been successfully completed due to offeror's unsatisfactory performance of its employees.

8 PERSONAL PROTECTIVE EQUIPMENT:

Offeror must provide all safety equipment at their sole expense. Offeror will supply work gloves, goggles, back braces, safety harnesses, steel-toed safety shoes, and any additional personal safety/protective equipment/items deemed necessary by both parties and as required by law.

8.1 PCCD Provided Equipment:

The PCCD will provide basic sanitary gloves such as latex or nitrile gloves for use during events and cleaning.

9 TARDINESS:

PCCD reserves the right to reject any event services staff arriving 15 minutes or more after the scheduled start time.

10 IDENTIFICATION BADGES:

Offeror shall provide photo identification badges to be worn always by its

On-Site Contracted Personnel. Identification badges must be worn and visible always when Contracted Personnel are on PCCD premises. Identification badges shall be provided at offeror's expense and are subject to PCCD Security approval.

11 **WORKING RELATIONSHIPS:**

Offeror shall work in a congenial and seamless manner with all PCCD Service Partners and offeror hired by the PCCD event client and shall assist with event coordination and service provision in a non- competitive and professional manner.

11.1 Offeror-Supplied Communications Equipment PCCD currently uses ICOM 5-watt UHF portable radio's item number IC-F2100D61 programmed to PCCD's private frequency from our assigned contractor. with ear buds item number E1-QC2NC132 and OTTO-loc 1-wire connector kit item number E1-1W2CS131. Offeror is expected to provide, at its own expense, matching equipment compatible with PCCD's system. The contact information for the issuer of the devices will be provided to the offeror at its own expense, offeror shall provide and maintain a pool of no less than 25 push to talk two-way radio communication devices with, and additional radio and cell phone communication devices for their staff as necessary or as specified by PCCD. As the need for event services staff increases, the number of push-to-talk radio communication devices will need to increase as well. At the end of the contract term, the offeror agrees to turn their radio's in to the assigned PCCD contractor. The purpose of turning the radios in will be to remove the PCCD's private frequency from all devices with the applied private frequency. The PCCD reserves the right to complete this process for the offeror at the expense of the Phoenix Convention Center.

11.2 Equipment City hereby expressly reserves the right to install, operate, or remove any and all City-owned and/or offeror-owned equipment at any time as deemed appropriate by the PCCD Director to assure a safe and professional environment.

11.3 Computer Equipment Offeror shall be solely responsible for providing and maintaining all necessary computer systems, computer hardware, computer software, internet service, related upgrades, and computer support and peripherals, as needed, to

SECTION V – SCOPE OF WORK

fully perform under this Agreement. The computer software must be compatible with systems used by PCCD.

11.4 Recycling Program The City Council has mandated that all City departments participate in the City's recycling program. Appropriately sized and clearly marked containers will be provided for offeror. Offeror shall empty these containers as directed by the Event Services Manager in a designated area. If offeror's office has restricted access, offeror shall be responsible for taking recycled material to a specified location for disposal.

12 Employees:

Contractor will submit a current list of employees fifteen (15) calendar days prior to the start of assignment and thereafter as needed to maintain current records. A list is to be submitted of all employees who have been cleared and are ready to perform work under this contract.

12.1 Changes in the employment list and facility assignment shall be reported to the Phoenix Convention Center Security Team and the contract manager or department contact no less than forty-eight (48) hours before the changes become effective, but not before background checks and badging are completed. The employment list and changes are to be submitted to the Department Contact.

12.2 A spreadsheet will be maintained by the contractor and provided to the Phoenix Convention Center department contact as changes arise. The spreadsheet will be Provided with all employee names including the Contractors management team and facilities monitors. In addition, the spreadsheet will provide basic information such as training dates for mandatory requirements.

12.3 Contractor must wear a Contractors Identification badge per the PCCD badge control policy.

12.4 Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff. Staff shall be courteous and professional towards the public and all PCCD personnel.

12.5 Contractors and staff may not walk show floors, conventions, exhibit floors, take convention related pictures, request autographs, post any form of show, exhibition or convention information to any form of social media or shop during any events or shows for any reason. Violations for these terms may be

SECTION V – SCOPE OF WORK

considered for immediate removal of any contracted staff including the contract manager or owner.

- 12.6** Contractor must ensure all Contract employees take their breaks in designated employee breakrooms, and not in public areas. The PCCD rents spaces within the 5 facilities and the Contractor must ensure no employees breach protocol or enter restricted Event Spaces unless requested.
- 12.7** After regular business hours all contract employees must check-in at the at the designated location, and follow the proper sign-in procedure to validate their attendance. The security plan check in is subject to modification.
- 12.8** All Contractor employees must use the same name when signing in for work as was used for their background check. It is the Contractor's responsibility to verify this information. Any deviation from this will be considered grounds for default.
- 12.9** Work Schedules will be established by the PCCD



SECTION VI - SUBMITTALS

SECTION VI – SUBMITTALS

- 1. **SUBMISSION OF OFFER:** Please submit one electronic copy of the Submittal Section and all other required documentation.

Refer to “SUBMISSION OF OFFER” paragraph 12 under the “SECTION I – INSTRUCTIONS” of this solicitation document.

Electronic Bid Submission via email: Submittal is to be submitted electronically via email to: dorene.boyd@phoenix.gov AND cpz.procurement@phoenix.gov

The email subject line must include RFQu number & title:
RFQu 22-001 Event Services Staffing

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

- 2. **OFFER SUBMITTAL FORMAT:**

The written offers should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City and who may be contacted during the evaluation period.

- 3. **PAYMENT TERM & 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.**

Offeror Name _____



SECTION VI - SUBMITTALS

Contractor may be paid immediately upon invoice approval if enrollment is made to the Sigle 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 information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. PLACE OF BUSINESS:

Bidder’s place of business will be an award factor in order to minimize the City’s transportation and handling costs. If additional service locations are available or if different from the address in Offer Section, enter below:

5. NOTICES AND CONTACTS:

Any notice, consent, or other communication required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, sent by email, deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

GENERAL COMMUNICATION INTENDED FOR PROPOSER:

Organization Name _____

Attn _____

Offeror Name _____

SECTION VI - SUBMITTALS



Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Email _____

WITH A REQUIRED COPY TO:

Organization Name _____

Attn _____

Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Email _____

ACCOUNTS RECEIVABLE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

Offeror Name _____



SECTION VI - SUBMITTALS

OPERATIONS CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

INSURANCE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

EMERGENCY 24-HOUR SERVICE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

Offeror Name _____

SECTION VI - SUBMITTALS



6. REFERENCES:

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms for which the Contractor is currently furnishing or has furnished, completed service for Event Services Staffing and that can verify the requirements as listed in Section I (16.1).

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Offeror Name _____



SECTION VI - SUBMITTALS

OFFER

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

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

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

JEFFREY BARTON, City Manager

John Chan

Phoenix Convention Center Director

Attest:

Deputy

City Clerk

Date: _____

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

By: _____

Assistant Chief Counsel

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

CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY 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
-------	----	------	--------

Contract Information

Solicitation # or Name:

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

--

3. 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.

--

4. 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:

--

5. 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

6. 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).

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:



SECTION VI – SUBMITTALS

7. Acknowledgements	
<p>A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to disqualification. 	
<p>B. Fraud Prevention and Reporting Policy</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <p>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.</p>	
OATH	
<p>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.</p> <p>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.</p>	
PRINT NAME	TITLE
SIGNATURE	DATE
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

SECTION VII – EXHIBITS EXHIBIT 1

1. Temporary Labor Employees Classifications:

Temporary employees will be responsible for completing a variety of daily tasks related to the daily duties of the PCCD facilities. They will serve the purpose of ensuring that PCCD runs during events they are hired to assigned shifts and that can include: all cleaning and caring for all assigned spaces are appropriately clean for the morning activity. Day porters, Ticket Sales, Venue Hosts Event Representatives or Ushers. Employees will report all damage and issues to their leadership to be passed on to City staff for repairs and corrections. This includes reporting of broken fixtures, sensors, doors, damage to walls, columns and paint, burnt out lights, inoperable switches and broken chemicals stations. The contractor must provide an adequate number of employees as agreed upon to meet the scope of work of the event.

2. Customer Service Lead:

Lead Assignment exists is to assist in supervising other employees. This lead work is in addition to the regular duties as described in the base classification job description. While the duties of Lead positions can vary by department and work group, some examples of Lead responsibilities include:

- 2.1 Training new and current employees.
- 2.2 Assigning, reviewing, and approving work.
- 2.3 Handling the more complex and technical problems and customer inquiries in the work unit.
- 2.4 Supervising a work unit whenever the regular supervisor is absent.
- 2.5 Completing various activity statistical reports, budget monitoring, and/or other special projects.
- 2.6 Ensuring that department management is informed of critical issues or other emergencies
- 2.7 Providing input on employee performance evaluations and disciplinary actions.
- 2.8 Handling the day-to-day scheduling of employee breaks, work periods, and coverage of workstations or public counters.
- 2.9 Ensures work is performed in compliance with section/division/department standards and established deadlines.
- 2.10 Depending on staff assignment may perform other duties and tasks.

SECTION VII – EXHIBITS

3. Ticket Sales:

- 3.1 Counts, stores and racks admission tickets according to event, performance date, and facility utilized.
- 3.2 Sells admission tickets to the general public over the counter, by mail order, and telephone reservation.
- 3.3 Operates computerized ticketing machines by entering information into a keyboard and loading tickets and replacing ribbons on a ticket printer.
- 3.4 Balances cash receipts and unsold tickets to ensure ticket accuracy and security.
- 3.5 Provides information in person or by telephone regarding time schedules, location of events, and various pricing and seating arrangements.
- 3.6 Explains box office policies, answers questions, and resolves routine problems regarding ticket sales.
- 3.7 Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

4. Customer Service Clerk/ Ushers:

- 4.1 Orally explains information to the public,
- 4.2 Directs individuals to various locations including other geographical locations, or areas within the building/complex.
- 4.4 Registers participants for events, programs, reservations, and/or permits utilizing computer software.
- 4.5 Answers citizen questions on petitions, procedures and policies.
- 4.6 Creates and updates files, statistical logs, and other documents with current information and verifies information for accuracy.
- 4.7 Performs research or investigation to determine or verify information.
- 4.8 Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

5. Event Service Worker:

- 5.1 Moves and sets up or takes down moveable telescoping riser seats.
- 5.2 Moves, sets up, takes down and positions chairs, tables, or other furniture according to prescribed arrangement.
- 5.3 Sets up or takes down moveable stage.



SECTION VII – EXHIBITS

- 5.4 Hangs drapes, flags, curtains and similar objects.
- 5.5 Adjusts moveable partitions.
- 5.6 Sets up special arrangements for commercial exhibits, conventions or other public activities.
- 5.7 Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

6. Custodial Worker:

- 6.1 Cleans, sanitizes and deodorizes rest rooms.
- 6.2 Sweeps and vacuums carpeting and floors using manual and power equipment.
- 6.3 Mops, scrubs, waxes, shampoos, and spot cleans carpeting and floors.
- 6.4 Empties waste cans and ash trays.
- 6.5 Cleans woodwork, walls, and windows using common household equipment and cleaning products.
- 6.7 Cleans multilevel stairwells.
- 6.8 Sweeps sidewalks and entrance ways.
- 6.9 Demonstrates superior seamless customer service, integrity, and commitment to innovation, efficiency, and fiscally responsible activity.

Exhibit 2

Reports Examples

Staffing Agency								<i>1st shift hours</i>	0.00
Phoenix Convention Center								<i>2nd shift hours</i>	0.00
								<i>3rd shift hours</i>	0.00
								<i>TOTAL HOURS</i>	0.00
Summary of Labor Hours									
Week Ending:		7/1/2022							
				0.00	0.00	0.00	0.00		

SECTION VII – EXHIBITS

Associate Name	Date of Background Check	Approved to Work on Campus	

EXHIBIT 3

PCCD UNIFORM POLICY:

This PCCD uniform policy is for guidance. Contractors must differentiate themselves with a different colored uniform shirt. Safety shoes or boots are recommended not required for contracted personnel.

1. PURPOSE:

The purpose of this policy is to establish an appropriate, professional appearance and dress standards for staff of the Phoenix Convention Center Department. Professional appearance aids significantly in establishing the image, atmosphere and attitude expected of employees, along with ensuring the safety of the Phoenix Convention Center Department staff.

1.1 UNIFORM DESCRIPTION:

- 1.1.1 Royal Blue long or short sleeved button-down shirt with collar.
- 1.1.2 Charcoal pants
- 1.1.4 Safety shoes or boots meeting ANSI standards in black or dark brown in color.

SECTION VII – EXHIBITS

2. REQUIREMENTS AND CONDITIONS:

- 2.1 In accordance with AR 2.71, employees that are required to wear approved uniforms when on duty and are directed not to wear uniforms during non-working hours, or for personal benefit.
- 2.2 Uniforms shall be kept clean, neat and presentable.
- 2.3 Shirts are to be buttoned (top button may be left undone) and worn tucked in at all times during work hours. Shirts with button down collars must be buttoned.
- 2.4 Uniforms may not be modified or personalized without management permission
- 2.5 Sunglasses may not be worn indoors.
- 2.6 Employees may choose to wear white or black undershirts. No other color is acceptable.
- 2.7 Short-sleeved undershirts may be worn under short-sleeved uniformed shirts. Long sleeve undershirts may only be worn under long sleeved uniform shirts.
- 2.8 Disposable coveralls are available upon request to prevent wear and tear on uniforms but are not to be worn in any public space.
- 2.9 Articles of clothing with a logo must be turned in upon leaving the Department and when or new replacement uniforms are issued.
- 2.10 Formal nametags with the department logo must be worn above pocket on shirt.

SECTION VII – EXHIBITS

EXHIBIT 4

PCCD GUEST SERVICES PROMISE AND COMMITMENT TO EXCELLENCES

Guest Service Promise and Commitment to Excellence

Guest Service Promise

We Are Guest-Centered
We Are Caring
We Are Prompt & Responsive
We Work As A Team To Meet Guest Needs

Commitment To Excellence

Pillars of Excellence
Accountability and Dependability
Communication
Professionalism
Interpersonal Relationships
Problem Solving
Leadership

EXHIBIT 5

PCCD APPEARANCE POLICY

1. GROOMING STANDARDS FOR UNIFORMED STAFF

- 1.1 Maintain good personal hygiene.
- 1.2 Facial hair, hairstyles, make-up and accessories should be consistent with a business image and not extreme.
- 1.3 Extreme visible facial and body piercing and body art that do not contribute to a professional atmosphere are not permitted.
- 1.4 Managers and supervisors are responsible for interpreting and enforcing uniform and grooming standards in their respective areas. This includes counseling employees and may require sending the employee home to change. Employees requesting reasonable accommodation are directed to consult with the Event Services Manager or designee.

EXHIBIT 6

CODE OF CONDUCT

The Phoenix Convention Center hosts numerous types of events in our facilities. Many of our clients have items of value that they are selling or giving away; some of our clients are celebrities; and many of our events are private or require paid admission. This policy outlines the department's prohibited practices with regard to conduct at events. Public perception must always be a consideration when determining if participation in a particular activity is acceptable.

1. POLICY

Staff Conduct

- 1.1 During work hours, lunch and break periods, or at times when employees are in uniform, prohibited activities include, but are not limited to:
- 1.2 **Smoking, Use of Break and Restrooms:** PCCD are non-smoking facilities and as such, shall ensure that its Contracted Personnel smoke in designated smoking areas only and do not smoke while on PCC premises. Break rooms have been

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provided for all Contracted Personnel. Contracted Personnel will not take breaks in public areas even when there is no event activity. All breaks will be taken off-site or in authorized break rooms.

- 1.3 Contracted Personnel will only use "back of house" restrooms.
- 1.4 Sampling items on the exhibit floor or accepting give-a-ways from an exhibitor
- 1.5 Shopping or purchasing items
- 1.6 Entering client-restricted space
- 1.7 Consuming alcoholic beverages
- 1.8 Seeking autographs or photographs for personal use*

*The Director may authorize a City employee to obtain an autograph or for archival or other City business purposes.

2. In addition, Staff shall not:

- 2.1 Use their badges or keys for admittance to an event unless they are scheduled to work.
- 2.2 Use their badges or keys to admit guests, friends or family members into an event.
- 2.3 Use their employee status to influence a special deal for any purchase or to gain ahead- of-line privileges/admittance to an event.

3. Event Attendance

- 3.1 Employees may attend/participate in events in the facility during work hours as a registered paid attendee or exhibitor, with supervisor approval.
- 3.2 Employees may attend/participate in events outside of normal work hours through paid admission.
- 3.3 At these times, employees are subject to the same event rules and regulations as members of the public and will have no access privileges beyond the normal ticket holder.

4. Complimentary Tickets

PCCD and Contracted Staff may not accept complimentary event tickets. However, employees may accept admission tickets that are offered free of charge to the general public (i.e., free admission) and attend the event outside of normal working hours.