



CITY OF PHOENIX

**SENIOR CENTER PROGRAMS
ALTERNATIVE TRANSPORTATION SERVICES
RFP-23-CSSD-74**

Human Services Department

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

SOLICITATION RESPONSE CHECK LIST

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

- ☐ All forms have been completed and signed, including Solicitation Disclosure form.
- ☐ All Submittals are included.
- ☐ Reviewed and verified prices offered.
- ☐ Checked price extensions and totals.
- ☐ Included any required drawings or descriptive literature.
- ☐ If required, checked and included the amount of the offer surety.
- ☐ Reviewed the insurance requirements, if any, to assure compliance.
- ☐ Included the specified number of copies of the offer as indicated in Submittal section.
- ☐ Included signed addenda, if any.
- ☐ Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- ☐ The email message clearly shows your company name and address, the solicitation number, solicitation title included in the subject line.

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



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1. DESCRIPTION – STATEMENT OF NEED:

- 1.1. The City of Phoenix invites sealed offers for **Alternative Transportation Services**, for the Human Services Department, Community and Senior Services Division, for a **five-year** period commencing on or about July 1, 2023 and ending on June 30, 2028. The CITY may, at its sole option, extend the period of this Contract for an additional 2 years in one-year increments in accordance with the specifications and provisions contained herein.
- 1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

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

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

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	February 8, 2023
Submittal of Written Questions by 3:00 p.m.	February 20, 2023
Responses to Written Questions	February 23, 2023
Proposal Submittal by time 3:00 p.m.	March 17, 2023

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

4. PREPARATION OF OFFER:

- 4.1 All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.



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

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

- 4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 4.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public



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libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer and picking up a copy during regular business hours at the City of Phoenix Human Services Department, Management Services Division, 200 W. Washington St., 18th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the City website throughout the entire solicitation period up to city council award, read the entire solicitation, and verify all required information is submitted with its offer.

6. EXCEPTIONS:

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

7. INQUIRIES:

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

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

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

8. ADDENDA:

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

9. BUSINESS IN ARIZONA:

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by



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the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

10. LICENSES:

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

11. CERTIFICATION:

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

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

12. SUBMISSION OF OFFER:

Offers must be submitted electronically. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your Offer. Indicate in the body of the email that you are submitting a response to the solicitation.

Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.

All Offers must be completed in ink or typewritten. Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered.

12.1. The following information should be noted on the subject line:

- Solicitation Number – REFP-23-CSSD-74
- Solicitation Title – Senior Center Programs Alternative Transportation Services

12.2. Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.



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13. WITHDRAWAL OF OFFER:

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

14. OFFER RESULTS:

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

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

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 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.)

15.2 Financial Position. The applicant shall demonstrate that he has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the estimated cash flow requirements of the contract.

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



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equipment which it would propose for the contract, together with an explanation of the offer

15.4 Personnel Capabilities:

Key Personnel includes
Contractor's General Manager,
Project Manager,
Maintenance Manager,
Safety and Training Manager,
Dispatch/Call Center Manager, and
Information Technology Specialist and the team identified in the Contractor's proposal.

In the event one or more of Contractor's Key Personnel is permanently replaced, their replacement shall be subject to CITY's prior approval.

16. AWARD OF CONTRACT:

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

16.2 Factors that may be considered by the City include:

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

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

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



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the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

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

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

18. SOLICITATION TRANSPARENCY POLICY:

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

18.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation.

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

18.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.

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



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for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

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

19. PROTEST PROCESS:

- 19.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 19.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 19.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 19.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be 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.
- 19.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- 19.5.1. Identification of the solicitation number;
 - 19.5.2. The name, address and telephone number of the protester;
 - 19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;



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- 19.5.4. The form of relief requested; and
- 19.5.5. The signature of the protester or its authorized representative.

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

20. PUBLIC RECORD:

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

21. LATE OFFERS:

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

22. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to



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

23. CONTRACT AWARD:

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

24. EVALUATION OF COMPETITIVE SEALED OFFERS:

Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

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

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. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

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



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

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

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

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

27. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

28. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

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

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



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of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

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

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

29. BEST AND FINAL OFFERS (BAFO):

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

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

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

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



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SECTION II – STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

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

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an



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agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”

Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror”

Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation”

Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.

“Suppliers”

Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller”

A seller of goods or services.

2. CONTRACT INTERPRETATION:

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

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

- 2.2.1. Federal terms and conditions, if any
- 2.2.2. Special terms and conditions
- 2.2.3. Standard terms and conditions
- 2.2.4. Amendments



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- 2.2.5. Statement or scope of work
- 2.2.6. Specifications
- 2.2.7. Attachments
- 2.2.8. Exhibits
- 2.2.9. Instructions to Contractors
- 2.2.10. Other documents referenced or included in the Solicitation

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

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

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

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



3. CONTRACT ADMINISTRATION AND OPERATION:

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

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

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

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

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



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to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

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

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

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

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

4. COSTS AND PAYMENTS:

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

4.2. PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.



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

5. CONTRACT CHANGES:

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



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shall be in writing and contract changes shall be by written amendment signed by both parties.

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

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

6. RISK OF LOSS AND LIABILITY:

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

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

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

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



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be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

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

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

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

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

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

7. CITY'S CONTRACTUAL RIGHTS:

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

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



- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

- 8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or



otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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

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

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

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

**9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:**

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

10. TAX INDEMNIFICATION:

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

11. TAX RESPONSIBILITY QUALIFICATION:

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



12. NO ISRAEL BOYCOTT:

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

13. NO FORCED LABOR OF ETHNIC UYGHURS:

If this Contract 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, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

**SECTION III – SPECIAL TERMS & CONDITIONS****1. COSTS AND PAYMENTS:**

PRICE: All prices submitted shall be firm and fixed for the initial 3 years year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term. 2 rev.12/2019 The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Human Services Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Human Services Director.

2. SERVICE REQUESTS:

Contractor shall maintain and track client eligibility roster, shuttle transportation services will be coordinated by the contractor. Special Event Service schedules will be provided to the contractor at least two weeks prior to event.

3. METHOD OF INVOICING:

Invoice must include the following:

- 3.1.** Contractor shall prepare and submit an invoice for transportation services to City staff identified in the Contract within fifteen (15) business days following the end of each service month. Payment to be made from Contractor's invoice, a copy of the signed service request, and trip detail. Invoices must contain the Contract number under which the Contract is awarded.
- 3.2.** All invoices shall include the following statement, "This invoice is a true and accurate account of the services provided for the time period specified; this invoice constitutes the full and complete charge for the services described herein; no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and this statement is subject to federal and state audit review."
- 3.3.** Invoices shall be signed in black or blue ink and dated by the person authorized to submit invoices for the Contractor.
- 3.4.** It is the Contractor's responsibility to maintain and make available to the City at their request, documentation that supports each transport service claimed. The driver must complete a daily log with all information clear and legible.



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- 3.5. The Final Invoice for the Contract term shall be submitted to City staff designated in the Contract no later than 30 days following the end of the Contract term.
- 3.6. The Final Invoice shall include all adjustments to prior invoices submitted for the Contract term.
- 3.7. Payment will only be made by the City upon receipt of an accurately completed and timely submitted invoice.
- 3.8. Submit the invoice as specified in this section.
- 3.9. Failure to submit any invoices as specified may result in forfeiture of payment.

4. METHOD OF PAYMENT:

Contractor will be paid on a monthly basis in arrears. Invoices must contain the Contract number under which the purchase was awarded. Contractor to submit monthly invoice for Law Department to the Victim Services Secretary III and for Human Services Department, Victim Services Division to the Victim Services Program Supervisor.

5. POST AWARD CONFERENCE:

A post award conference will be held prior to commencement of Services. The purpose of this conference is to discuss critical elements of the scope of work and operational problems and procedures.

6. 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.

Transportation Scheduling Issues

Human Services Department Contact: Kendra Brooks, Administrative Assistant II, Community Senior Services Division

Contract Noncompliance Issues

Department Contact: Nancy Harrison, Procurement Officer
Phone: (602) 262- or nancy.harrison@phoenix.gov

7. TYPES OF WORK SUPERVISION:

Contractor shall provide supervision and appropriate training to assure competent performance of Services and Contractor or authorized agent will make sufficient routine evaluations to insure the Services are performed as required by this Contract.

**8. GRIEVANCES BY RECIPIENTS OF SERVICES:**

Contractor shall maintain a formal system acceptable to and approved by the City for reviewing and adjudicating grievances by recipients of services or subcontractors arising from this Contract. The City may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

9. PROFESSIONAL COMPETENCY:

- 9.1. Qualifications.** Contractor represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- 9.2. Level of Care and Skill.** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of the Contractor's work shall in no way relieve the Contractor of liability to the City for damages suffered or incurred arising from the failure of the Contractor to adhere to the aforesaid standard of professional competence.

10. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS:**10.1. Contractor and Subcontractor Workers Background Screening:**

- 10.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.
- 10.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 10.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 10.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further



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preserve and protect public health, safety and welfare when providing services under this agreement.

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

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

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

- 10.3.1. work directly with vulnerable adults or children, (under age 18); or
10.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
10.3.3. 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

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

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

- 10.5.1. Credit Check (for cash handling, accounting, and compliance positions only)
10.5.2. Driving records (for driving positions only)
10.5.3. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a CJIS location.)



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

10.6. Contractor Certification; City Approval of Maximum Risk Background Screening:

- 10.6.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:
 - 10.6.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - 10.6.1.2. submitting results to the city for approval; and,
 - 10.6.1.3. for reviewing the results of the background check every three to five years, dependent on scope; and,
 - 10.6.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 10.6.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 10.6.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 10.6.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 10.6.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 10.6.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 10.6.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 10.6.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 10.6.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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

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

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

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

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

10.10. Variances and Exemptions:

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



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years (depending on scope and requirements herein) may be approved if they fit all required criteria herein.

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

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

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



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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. |

**SECTION IV – INSURANCE AND INDEMNIFICATION****1. INDEMNIFICATION CLAUSE:**

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

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

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

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

2.1.1. Commercial General Liability – Occurrence Form

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

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

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

2.1.2. Automobile Liability

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

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

2.1.3. Worker’s Compensation and Employers’ Liability

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

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

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
4. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix, Human Services Department at hsdprocurement@phoenix.gov).**
5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **(City of Phoenix, Human Services Department at hsdprocurement@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.**

7. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

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



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

SECTION V – SCOPE

Senior Center Transportation programs include Senior Center Shuttle and Senior Center Group Trip services. Eligible participants include older adults, seniors and persons with disabilities who utilize mobility devices and wheelchairs to engage in senior center activities.

Under the current program delivery methods, the incorporation of multiple transportation providers, taxi companies, and the pre-registration of program participants is utilized. The Contractor is required to monitor travel vouchers and electronic fare delivery methods currently in use and will be responsible for payment of transportation services to participating transportation providers.

The Contractor must ensure that current program processes provide an electronic fare technology system, the fare media must be secure, capable of tracking usage, capable of loading and re-loading fare information via internet and/or telephone system, capable of determining any remaining balance via internet and/or telephone system and designed in such a manner to safeguard from fraudulent use.

- Senior Center Shuttle
The goal of this program is to provide transportation for Phoenix residents who are registered members to one of fifteen (15) City of Phoenix Human Services Department senior centers; the program provides transportation between their personal residence and the nearest senior center location as determined by the Human Services Department. Any member traveling via the Senior Center Shuttle program to a center other than the nearest center must have approval from the Human Services Program Coordinators. Senior Center Shuttle program participants must register for service at their local senior center (see Exhibit A for senior center locations; see Exhibit B for registration material).
 - Adam Diaz Senior Center
 - Chinese Senior Center
 - Deer Valley Senior Center
 - Desert West Senior Center
 - Devonshire Senior Center
 - Goelet A.C. Beuf Senior Center
 - Helen Drake Senior Center
 - Marcos de Niza Senior Center
 - McDowell Place Senior Center



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- Paradise Valley Senior Center
- Pecos Senior Center
- Senior Opportunities West Senior Center
- Shadow Mountain Senior Center
- South Mountain Senior Center
- Sunnyslope Senior Center

Senior Center Shuttle program participants may pay a \$1 fee for each one-way trip. Some participants may be eligible for free service. Eligibility for free service is determined by City of Phoenix Human Services Department senior center staff based on the capacity of the member to contribute financially for the service. The Contractor will be responsible for management and reconciliation of the user fee.

Participants of the program are issued an electronic authorization card which is used to validate the trip as well as to report usage, distance, cost of fare, and other statistical information including the number of passengers and mobility aids utilized when using the service (see Exhibit C). Participants often travel individually but may make transportation arrangements to include companions who are also registered members of the senior center. City of Phoenix senior centers currently operate Monday through Friday from approximately 8:00 a.m. to 5:00 p.m. with an overall combined membership of 6,500 participants citywide. However, only a portion of senior center registered members choose to utilize the Senior Center Shuttle Program. There are approximately 250 annual service days or ~500 service times including a.m. and p.m. time slots. (A history of Senior Center Shuttle trips can be found in Exhibit D).

Transportation service is currently provided using taxi service. The use of an electronic payment card system accepted by participating cab companies will be required. Program participants schedule service directly with a participating cab company of their choice.

The Contractor will also be responsible for implementing wheelchair rescue services when Senior Center Shuttle participants necessitating accessible vehicle service are left stranded by participating taxi service providers at city sponsored senior centers and field trips. The Contractor will be expected to develop and provide a similar rescue plan.

- Senior Center Group Trips
The goal of this program is to provide group trips to and from designated City of Phoenix Senior Centers for center participants to



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

engage in off-site activities such as shopping, social, educational, and recreational events. These trips are coordinated and requested by each senior center with a minimum seven (7) working day advance notice. Destination locations for group trips must be pre-approved by the CITY. Group trips originate at the senior center. Wheelchair accessible vehicles may be needed based on the transportation needs of the passengers. (Current criteria for scheduling and accommodating group trip requests can be found in Exhibit D.) Senior Center Group Trips will also include three or more large-scale events annually with approximately one hundred (100) or more passengers, including passengers with mobility aids, travelling from each of the various senior centers to a predetermined location.

Participants pay a \$1 user fee for each one-way trip. Some participants may be eligible for free service. Eligibility for free service is determined by City of Phoenix Human Services Department senior center staff based on the capacity of the member to contribute financially for the service. The Contractor will be responsible for management and reconciliation of the user fee. This program operates primarily within Phoenix city limits unless otherwise approved by the Human Services Program Coordinators. Participants of Senior Center Group Trips are approved by senior center staff. In the instance of CITY sponsored events, the required user fee must be properly tracked for billing purposes.

At this time, the Senior Center Group Trip transportation service is provided using the current Contractor's own dedicated fleet with large scale events provided through a sub-contracted transportation company. Transportation schedules are coordinated directly between the Contractor and designated Human Services senior center staff members.

- **Special Programs**

The Senior Programs team will occasionally offer special activities or classes to senior center members. These activities and classes may be provided via grant or other special funding and may not be offered at all locations. In these circumstances members may request transportation to centers that are not their nearest location, rather to the nearest center that provides the special program or activity. Members may request approval from the Human Services Department Program Coordinators to attend such programs. Human Services Program Coordinators will inform the Contractor of such programs and member requirements for participation in Special Program transportation options. The Contractor will be responsible for



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

developing a mechanism to identify members who are approved to travel to centers where the special program or activity is provided.

Similar to the Senior Center Shuttle program, participants pay a \$1 fee for each one-way trip. Some participants may be eligible for free service. Eligibility for free service is determined by City of Phoenix Human Services Department senior center staff based on the capacity of the member to contribute financially for the service. The Contractor will be responsible for management and reconciliation of the user fee.

INTENT

The CITY intends to retain and engage the successful proposer(s) as an independent contractor(s) to provide complete services for the work including management of personnel and programs, including the coordination of transportation providers, program eligibility determination for new and existing customers, administrative functions, and fiscal administration.

Proposers shall ensure that any subcontracted or voluntarily participating transportation companies can meet the transportation needs of a diverse population, can provide enough accessible vehicles, and are able to respond in a timely manner to locations throughout the CITY limits and throughout the day based on demand for transportation service by program participants.

CONTRACTOR'S RESPONSIBILITY

- The Contractor shall employ staff with sufficient experience and knowledge to maintain or increase/improve the current level of professional service, as described in the Scope of Work, and the management of the transportation programs.
- The Contractor shall provide all staff, office space, equipment, supplies, administrative support, marketing, and outreach programs to promote the proposed services, and all materials required for the successful administration of the transportation programs. Marketing and customer communication must be provided in Spanish and other languages as needed.
- The Contractor shall administer each program according to established guidelines and implement a delivery method(s) that meets participants' needs.
- The Contractor shall be responsible for database management and record keeping; providing accurate and timely collection and reporting of program statistics; and the management of operating records with an emphasis on accuracy and reliability of the reported information.
- The Contractor shall adhere to acceptable accounting practices; incorporate security measures to safeguard the handling of funds, project accounts, and scrip used for fare media; and ensure the



SECTION V – SCOPE OF WORK

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privacy of client records.

- The Contractor shall have the ability to incorporate guidelines and business practices to adhere to changes in program guidelines, industry standards, and local, state, and federal regulations.
- The Contractor shall provide documentation of business practices and prepare weekly, monthly, quarterly, annual, and other reports as requested by the CITY.
- The Contractor shall conduct an annual customer satisfaction survey of all program participants and shall submit results of the survey to the CITY.
- The Contractor shall provide for the overall administration of programs and ensure customer and CITY satisfaction with the services provided.
- The CITY may establish additional reasonable responsibilities for the successful administration of the transportation programs.
- The Contractor shall determine the need and be responsible for coordination with enough taxi companies, transportation network companies, micro transit agencies, ride sharing companies or other contracted and/or non-contracted transportation providers to meet the demand for transportation requests across all individual programs.
- The Contractor shall ensure that any subcontracted or voluntarily participating transportation companies can meet the transportation needs of a diverse population.
- The Contractor shall ensure that any subcontracted or voluntarily participating transportation companies can provide enough accessible vehicles.
- The Contractor shall ensure that any subcontracted or voluntarily participating transportation companies can respond in a timely manner to transportation service requests to locations throughout the CITY limits and throughout various times of the day.
- The Contractor shall ensure that taxi fare charges by any subcontracted or voluntarily participating transportation companies are consistent by provider for trips of similar distance for both ambulatory and accessible vehicle service requests, and that program participants are made aware of any peak demand or other customary surcharges.
- The Contractor shall ensure that taxi fare increases by any subcontracted or voluntarily participating transportation companies throughout the term of participation under this agreement are reasonable, affordable to participant members, do not adversely affect demand for services.
- The Contractor shall respond to customer service concerns related to the various programs and shall track and report details of customer service concerns.
- The Contractor shall establish a rescue plan and implement such service when program participants necessitating accessible vehicle



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

service are left stranded away from home after using program transportation to arrive at the stranded location due to the customer-selected transportation providers inability to provide timely service or accessible vehicle service.

PERFORMANCE STANDARDS

- The Contractor shall employ staff with sufficient knowledge and experience to manage and improve day-to-day operations.
- The Contractor shall establish and provide a rescue plan in writing and implement such plan in cases where participants are left stranded by transportation companies being utilized.
- The Contractor shall establish and provide a contingency plan in the event of a driver or labor shortage with the transportation providers being utilized.
- The Contractor shall develop and provide a training that gives guidance on how to best serve the unique needs of the senior center members. This training will be provided to all sub-contractor companies and their drivers.
- The Contractor shall provide all staff, office space, equipment, supplies, administrative support, marketing, and outreach programs to promote the proposed services, and all materials required for the successful administration of the transportation programs. Marketing and customer communication must be provided in Spanish as needed.
- The Contractor shall coordinate with subcontracted or voluntarily participating service providers and ensure service providers understand the various programs available, are able to meet service demands, and can provide relative program reporting records.
- The Contractor shall remove service providers from participation if they are unable to accept established fare media, unable to provide transportation to all areas within the City limits, or unable to supply sufficient program tracking records.
- The Contractor shall develop a standard to the satisfaction of the CITY that manages transportation costs and approves or disallows cost increases across any subcontracted or voluntarily participating transportation companies consistent with industry standards.
- The Contractor shall ensure that taxi fare increases by any subcontracted or voluntarily participating transportation companies throughout the term of participation under this agreement are reasonable, affordable to participant members, and do not adversely affect demand for services
- The Contractor must administer each program according to established guidelines and operate within the CITY's budgetary limits.
- The Contractor shall provide timely distribution of participant fare media.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- The Contractor shall be responsible for database management and reliable record keeping.
- The Contractor shall report program statistics accurately and in a timely manner. Scrip (vouchers/coupons/etc.) submitted for payment that does not have the requisite information (see Exhibit D) will not be reimbursed by the CITY. Scrip (vouchers/coupons/etc.) submitted for payment more than three (3) months from the date of usage will not be reimbursed by the CITY. Scrip (vouchers/coupons/etc.) redeemed after the expiration date will not be reimbursed by the CITY.
- The Contractor shall provide and adhere to a plan for secure administration of revenue collection in accordance with acceptable accounting practices.
- The Contractor shall provide and adhere to a plan to ensure the privacy of client records.
- If one or all programs utilize travel vouchers, or other paper type scrip, they must be printed on colored background with void protection and be artificially watermarked. Each voucher/scrip must be individually numbered to track usage and identify any fraudulent reproduction.
- If one or all programs utilize an electronic fare technology system, the fare media must be secure, capable of tracking usage, capable of loading and re-loading fare via internet and/or telephone system, capable of determining any remaining balance via internet and/or telephone system and designed in such a manner to safeguard from fraudulent use.
- If the program utilizes an alternative program delivery method, the alternative method shall at a minimum allow the ability to track usage, safeguard from fraudulent use, secure participant personal identifying information and payments, and designed for ease of program participant use and access in multiple formats (i.e. phone, mail, online).
- The Contractor must ensure that all participating transportation providers are in compliance with state, county, and local requirements relative to their specific business type.

REPORTING

Statistical reporting and invoicing of services must be submitted monthly, no later than the 10th of each month for the previous monthly reporting period. Statistical reporting must provide sufficient detail of services provided including, but not limited to, program participant levels (e.g., number of passengers per program), program usage (e.g., number of vouchers/coupons used per passenger), and trip characteristics (e.g., number of trips, mileage per trip).

An annual report must be submitted within 60 days of the conclusion of each fiscal year (July 1 – June 30). The report must provide sufficient detail of the previous year's services provided through the established programs. The annual report should also include the results of an annual satisfaction survey



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

developed and administered by the Contractor that gauge's customer reaction to the various services provided.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SECTION VI – SUBMITTALS

1. COPIES:

1.1. Please submit one (1) original of the Submittal Section (Tabs 1-4) and all other required documentation via email.

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

1.3. Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit, and your email cannot be sent. 2.

2. HOW TO SUBMIT ELECTRONICALLY

Step 1: Compile your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 3 below.

Step 2: Enter hsdprocurement@phoenix.gov in the "To" field.

Step 3: Enter the Solicitation Title and Number and your company name in the "Subject" field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click "Send." Once submitted, the submission will be deemed a complete submission.

2.1. Please submit only the documents listed below. Do not submit a copy of the entire solicitation document.

ATTACHMENT A - OFFER FORM

ATTACHMENT B - CERTIFICATION REGARDING DEBAREMENT

ATTACHMENT C - CONFIDENTIAL INFORMATION FORM

**ATTACHMENT D - CONFLICT OF INTEREST AND SOLICITATION
TRANSPARENCY FORM**



SECTION VI – SUBMITTALS

CITY OF PHOENIX

ATTACHMENT E - AUTHORITY TO SIGN DOCUMENTS
ATTACHMENT F - REFERENCES
ATTACHMENT G - PAYMENT TERMS & OPTIONS
ATTACHMENT H - ASSURANCES
ATTACHMENT I - AFFIDAVIT OF LAWFUL PERSENECE BY MAIL
**ATTACHMENT J – CERTIFICATION OF ABILITY TO OBTAIN
REQUIRED INSURANCE**
ATTACHMENT K - PROPOSAL SUBMITTAL AFFIDAVIT
**ATTACHMENT L - STATE AND LOCAL FISCAL RECOVERY FUND
AWARD LETTER DOCUMENT**

**EXHIBIT A – Senior Programs Information Flyer/List of Senior
Centers**

EXHIBIT B – Senior Center Shuttle Application

**EXHIBIT C – Senior Center Shuttle Service Electronic
Authorization Card**

EXHIBIT D – Senior Center Shuttle Service Program Statistics

EXHIBIT E – Group Trip Requirements

EXHIBIT F – Certification of Proposer to Obtain Insurance

EXHIBIT G – Cost Proposal Form

2.2. This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

3. OFFER SUBMITTAL FORMAT AND CONTENT:

The written offer 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

TAB 1 – INTRODUCTION

- 1.1** A letter of introduction identifying the Proposer, including the name, title, address, e- mail address, and telephone number of:
- each person with authority to bind the Offeror contractually,
 - the Proposer's authorized representative during the evaluation process, and
 - the Proposer's contact during any resultant Contract.

The letter must be signed by a representative authorized to bind the Proposer to the terms of the Proposal.



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- 1.2 A statement indicating the number of days from the submitted date for which the Proposal remains valid. The minimum number of days is 180 calendar days.
- 1.3 A Table of Contents of the Proposal.
- 1.4 A management summary providing an overview of the Proposal.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE OF THE FIRM

- 2.1 If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of joint ventures and, if any joint venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, or joint venture.
- 2.2 List how many years the Proposer has provided similar services.
- 2.3 List the agencies for which the Proposer has performed similar services to the size, scope and complexity of the work described in the RFP during the past five years. Identify at least three public transit agency clients, if applicable. For each listed agency, include:
 - Contact person with current telephone number, address, and e-mail address,
 - type of services provided,
 - dates of service, and
 - name of the client.
- 2.4 List significant accomplishments in contributing to the success of similar services.
- 2.5 In the past five years, has the Proposer been asked to address allegations of adverse past performance (e.g., by Cure Letter and/or Notice to Show Cause Letter) to which the Proposer has responded? If yes, provide a detailed description of the performance issues, Proposer's response(s), and the remedies undertaken to correct the issues. Adverse past performance is defined as unsatisfactory or poor work or a less-than-satisfactory rating on any evaluation, or any unfavorable comment received from an agency without a formal rating system.
- 2.6 Has the Proposer ever been terminated for breach of contract, convenience or cause during the past five years by any agency? If yes, provide a detailed description of the circumstances for such termination, the date of termination and the name of the public agency.

TAB 3 – MANAGEMENT STRUCTURE AND PERSONNEL

- 3.1 Identify and describe the number, experience and qualifications of the proposed Project Manager and team (see Section 3.7) who will



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- be assigned to a resultant Contract and detailed plan on achieving requirements set forth in the Scope of Work. Include staff résumés.
- 3.2 Include the Proposer's plan for staffing and performing the services to be provided under this RFP, including the number and identification (by title, position, or job classification) of personnel the Proposer intends to utilize to provide the services.
- 3.3 Submit an organization chart to illustrate the organizational structure and reporting relationships of your firm.

TAB 4 – UNDERSTANDING THE SCOPE OF WORK

- 4.1 Demonstrate Proposer's understanding of the contractual undertaking. Describe your firm's role and obligations to accomplish the objectives of this Contract.
- 4.2 Describe why the Proposer should be selected to perform this Contract. Clearly describe any new or innovative ideas that would provide CITY with a high quality, safer, more efficient, and more responsive operation.
- 4.3 To the greatest extent possible, proposers are encouraged to submit creative and flexible transportation solutions to streamline the distribution and delivery of proposed services to the unique clientele described in this RFP through the incorporation of an electronic technology system capable of fare payment, smart card fare media, program management, record-keeping, statistical reporting, and clearinghouse functions. Proposers may choose to develop and deliver transportation services through the use of local transportation providers including taxi companies, transportation network companies, micro-transit agencies or other transportation providers, or through the use of the proposer's own fleet of vehicles.
- 4.4 Describe in detail proposed programs for seniors in lieu of traditional fixed route and paratransit services. Indicate the Proposer's ability to maintain electronic payment systems similar to the current program systems and implement electronic payment systems for those programs that do not currently have this ability.
- 4.5 Describe the Proposer's database management and record keeping capabilities. Describe how the Proposer will manage and provide accurate program statistics and operating records and budget management. Provide sample reports prepared for similar clients.



SECTION VII– EVALUATION CRITERIA

CITY OF PHOENIX

EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offerors, taking into consideration the evaluation criteria set forth in the request for proposal. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.

ID	Evaluation Criteria	Points
1	<p>Introduction</p> <p>1.1 A letter of introduction identifying the Proposer, including the name, title, address, e- mail address, and telephone number of:</p> <ul style="list-style-type: none">• each person with authority to bind the Offeror contractually,• the Proposer's authorized representative during the evaluation process, and• the Proposer's contact during any resultant Contract. <p>The letter must be signed by a representative authorized to bind the Proposer to the terms of the Proposal.</p> <p>1.2 A statement indicating the number of days from the submitted date for which the Proposal remains valid. The minimum number of days is 180 calendar days.</p> <p>1.3 A Table of Contents of the Proposal.</p> <p>1.4 A management summary providing an overview of the Proposal.</p>	50
2	<p>Experience and Past Performance</p> <p>2.1 If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of joint ventures and, if any joint venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, or joint venture.</p> <p>2.2 List how many years the Proposer has provided similar services.</p> <p>2.3 List the agencies for which the Proposer has performed similar services to the size, scope and complexity of the work described in the RFP during the past five years. Identify at least three public transit agency clients, if applicable. For each listed agency, include:</p> <ul style="list-style-type: none">• Contact person with current telephone number, address, and e-mail address,	300



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	<ul style="list-style-type: none">• type of services provided,• dates of service, and• name of the client. <p>2.4 List significant accomplishments in contributing to the success of similar services.</p> <p>2.5 In the past five years, has the Proposer been asked to address allegations of adverse past performance (e.g., by Cure Letter and/or Notice to Show Cause Letter) to which the Proposer has responded? If yes, provide a detailed description of the performance issues, Proposer's response(s), and the remedies undertaken to correct the issues. Adverse past performance is defined as unsatisfactory or poor work or a less-than-satisfactory rating on any evaluation, or any unfavorable comment received from an agency without a formal rating system.</p>	
3	Overall Cost	150
4	Management Structure and Personnel <p>4.1 Identify and describe the number, experience and qualifications of the proposed Project Manager and team (see Section 3.7) who will be assigned to a resultant Contract and detailed plan on achieving requirements set forth in the Scope of Work. Include staff résumés.</p> <p>4.2 Include the Proposer's plan for staffing and performing the services to be provided under this RFP, including the number and identification (by title, position, or job classification) of personnel the Proposer intends to utilize to provide the services.</p> <p>4.3 Submit an organization chart to illustrate the organizational structure and reporting relationships of your firm.</p>	200
5	Understanding of the Scope of Work <p>5.1 Demonstrate Proposer's understanding of the contractual undertaking. Describe your firm's role and obligations to accomplish the objectives of this Contract.</p> <p>5.2 Describe why the Proposer should be selected to perform this Contract. Clearly describe any new or innovative ideas that would provide CITY with a high quality, safer, more efficient,</p>	300



SECTION VII– EVALUATION CRITERIA

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	<p>and more responsive operation.</p> <p>5.3 To the greatest extent possible, proposers are encouraged to submit creative and flexible transportation solutions to streamline the distribution and delivery of proposed services to the unique clientele described in this RFP through the incorporation of an electronic technology system capable of fare payment, smart card fare media, program management, record-keeping, statistical reporting, and clearinghouse functions. Proposers may choose to develop and deliver transportation services through the use of local transportation providers including taxi companies, transportation network companies, micro-transit agencies or other transportation providers, or through the use of the proposer's own fleet of vehicles.</p> <p>5.4 Describe in detail proposed programs for seniors in lieu of traditional fixed route and paratransit services. Indicate the Proposer's ability to maintain electronic payment systems similar to the current program systems and implement electronic payment systems for those programs that do not currently have this ability. Describe the Proposer's database management and record keeping capabilities. Describe how the Proposer will manage and provide accurate program statistics and operating records and budget management. Provide sample reports prepared for similar clients.</p>	
	Total Available Points	1000



SECTION VII– EVALUATION CRITERIA

CITY OF PHOENIX

EVALUATION RUBRIC

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offeror(s), taking into consideration the evaluation criteria set forth in the request for proposals. The evaluation criteria are listed below along with the possible points assigned to each. The evaluation criteria sections will be evaluated in the following format:

Criteria 1: Introduction	50 Points
Criteria 2: Experience and Past Performance	300 Points
Criteria 3: Cost	150 Points
Criteria 4: Management Structure and Personnel	200 Points
Criteria 5: Understanding the Scope of Work	300 Points
TOTAL AVAILABLE POINTS:	1,000 Points

Rating Definitions for Criteria 1 and 2	% of Max Points
Above Expectations = The Offeror's response meets all requirement(s) outlined in the RFP but goes beyond what is required in some areas.	100% Points
Meets Expectations = The response meets the requirement(s) outlined in the RFP.	75% Points
Below Expectations = The response minimally addresses the requirement(s) of the RFP, but one or more major considerations of the requirement(s) is not addressed, or the experience and/or solution is so limited that it results in a low degree of confidence in the response or proposed solution.	50% Points
Unacceptable = The vendor did not respond, or response fails to address the requirement(s) of the RFP or fails to provide any information/experience related to the requirement(s) of the RFP or elements of the proposal are unacceptable.	0 Points
Rating Definitions for Criteria 3	Max Points
Lowest price divided by Offeror's price multiplied by total number of points assigned to price.	200 points



SECTION VII– EVALUATION CRITERIA

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SECTION VII– EVALUATION CRITERIA

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5.5

SECTION VI – SUBMITTALS

SUBMITTALS are broken down into 4 documents on the Contract Resource Center:

1. **“SECTION VI – SUBMITTALS (fee schedule)” - Sample fee schedules and clauses can be inserted [Sec. VI \(optional\) - Submittals \(Fee Schedule\)](#)**
2. **“SECTION VI – SUBMITTALS ACCEPTANCE” – insert, [Sec. VI - Submittals \(Acceptance Page\)](#)**
3. **“SECTION VI – SUBMITTALS OFFER” – insert [Sec. VI - Submittals \(Offer Page\)](#)**
and
4. **“Conflict of Interest and Solicitation Transparency Disclosure Form”**
Insert the “Conflict of Interest & Solicitation Transparency Form”
located on the Contract Resource Center.
Copy the entire document into this document.
[Conflict of Interest and Solicitation Transparency Form](#)

Ctrl + A to select all, Ctrl + C to copy and Ctrl + V to paste.
Use the Paste Options dialog that comes up after pasting and select
Keep Source Formatting.



SECTION VII – EXHIBITS

CITY OF PHOENIX

SECTION VII - EXHIBITS

INSERT applicable department specific (FAA HUD or other) provisions here.
Or delete entire page if you have no Exhibits