



REVENUE CONTRACT SOLICITATION

RCS PCC 23-002 Event Security Services

Doug Hayes

Procurement Officer

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SECTION I – INSTRUCTIONS

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

SECTION I – INSTRUCTIONS

In accordance with the specifications and provisions contained herein, the City of Phoenix invites sealed offers for qualified firms experienced in providing Event Security Services for PCCD clients at the Convention Center, Symphony Hall, Orpheum Theater, and support locations including the East Garage Marshalling Yard and Tonto Marshalling Yard. Services include, but are not limited to, event security functions, loading dock and ramp management, vehicle escorts, and crowd management for a **62-month** period commencing on or about November 1, 2023 or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

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

2. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference Via Microsoft Teams, See Item 3 Below for Details	5/25/2023 at 10:00 a.m. Local Arizona Time
Deadline to Email Procurement Officer to Attend Pre-offer Conference	5/24/2023 at 10:00 a.m. Local Arizona Time
Site Visit	5/25/2023 at 1:00 p.m. Local Arizona Time
Site Visit Location	Phoenix Convention Center 100 N. 3 rd Street West Building Atrium Phoenix, AZ 85004



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Written Inquiries Due Date	6/1/2023 at 10:00 a.m. Local Arizona Time
Deadline to E-mail Request to Procurement Officer to Submit Offer	6/20/2023 at 10:00 a.m. Local Arizona Time
Offer Due Date	6/22/2023 at 10:00 a.m. Local Arizona Time
Offer Submittal	Electronically ONLY No hardcopies will be accepted. See item 12 below.

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

- 3. **PRE-PROPOSAL MEETING:** Offerors may attend the pre-proposal meeting via Microsoft Teams at the date and time listed in the Schedule of Events. Please register for this meeting by emailing doug.hayes@phoenix.gov and cpz.procurement@phoenix.gov by the deadline listed in the Schedule of Events.
- 4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Phoenix Convention Center Department, Fiscal and Procurement Services Division, 100 North 3rd Street, Phoenix, AZ 85004. Offeror must schedule pick-up of solicitation with Procurement Officer. It is the Offeror’s responsibility to check the website and verify all required information is submitted with their offer.
- 5. **PREPARATION OF OFFER:**
 - 5.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
 - 5.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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- 5.3. All time periods stated as a number of days will be calendar days.
- 5.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 5.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 5.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 5.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 5.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 5.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 5.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product

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information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

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

6. **EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.
7. **INQUIRIES:** All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

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

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

8. **ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
9. **BUSINESS IN ARIZONA:** The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

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

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

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

12. SUBMISSION OF OFFER: The City of Phoenix will accept submittals electronically ONLY, for this RCS process. No hardcopies will be accepted. To submit proposals electronically, offerors must send an email to the Procurement Officer by the date listed on the Schedule of Events (Email Request to Submit Offer). The Procurement Officer will send an invitation to the offeror which will include submittal instructions. Offers must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events above. Late offers will not be considered. The prevailing clock will be the Department clock.

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

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

The City will post a list of bidders on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening.

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The City will post the information as it was received in the offer. The City makes no guarantee as to the accuracy of any information. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

- 15.1. Offeror must be licensed with the Arizona Department of Public Safety (“AZDPS”) and in compliance with A.R.S. 32-2611.
- 15.2. Upon notification of an award the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. AWARD OF CONTRACT:

- 16.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.
- 16.2. Factors that may be considered by the City include:
 - Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts;
 - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
 - Safety record; or
 - Vendor history of complaints or termination for convenience or cause.
- 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.

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- 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 Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

17. SOLICITATION TRANSPARENCY POLICY:

- 17.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is canceled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 17.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the designated procurement officer.
- 17.3.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 17.4.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's

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Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

- 17.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 17.6.** “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.

18. PROTEST PROCESS

- 18.1.** 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.
- 18.2.** 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.
- 18.3.** 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.

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18.4. 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.

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

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

18.6. 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.

19. 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

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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.

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

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

22. SITE INSPECTION: Offerors should visit the site and familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and submittal prices. Please contact the Procurement Officer listed on the front page to arrange for a site inspection.

If indicated in the schedule of events a one-time walk-through site inspection tour will be conducted. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices.

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

24. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 24.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 24.2.** 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.
- 24.3.** 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.
- 24.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 24.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is

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made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 24.6.** 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.

25. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE: During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except for the financial return to the city. The Procurement Officer will score the financial return to the city, 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.

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

27. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 27.1.** 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.
- 27.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 27.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation 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

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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.

- 27.4.** 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.

28. BEST AND FINAL OFFERS (BAFO):

- 28.1 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.
- 28.2 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.
- 28.3 The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 28.4 The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

SECTION II STANDARD TERMS AND CONDITIONS

SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

"A.R.S."	Arizona Revised Statute
"Buyer" or "Procurement Officer"	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under the Agreement.
"City"	The City of Phoenix, Arizona
"Contract Administrator"	Shall refer to the contract administrator as designated by the Director.
"Contract Manager"	Shall refer to a staff member designated by the Director
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

SECTION II STANDARD TERMS AND CONDITIONS

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

SECTION II STANDARD TERMS AND CONDITIONS

“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: The Agreement will be governed by the law of the State of Arizona, and suits pertaining to the Agreement 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 Agreement, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Exhibits
- Instructions to Offerors
- 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

SECTION II STANDARD TERMS AND CONDITIONS

- 2.4.** 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.
- 2.5. SEVERABILITY:** The provisions of the Agreement 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.
- 2.6. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7. 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 the 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 the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement will not be relevant to determine the meaning of the Agreement 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 Agreement will be subject at all reasonable times to inspection and audit by the City for five years after completion of the Agreement. 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.

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- 3.2. RIGHT TO AUDIT:** An audit will be conducted after the end of each contract year by an independent third-party auditor hired by City. Offeror will be responsible for paying an amount equal to one-half ($\frac{1}{2}$) of the cost of the audit. City will issue an invoice to Offeror for the amount owed. If the audit shows a variance in payments by the Contractor for any accounting period covered in excess of one percent (1%) of the amount due and payable to City, Offeror must immediately pay the City the amount owed, late fees equal to 18% of the total amount owed (excluding audit cost), and the entire cost of the audit
- 3.3. 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 the Agreement, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The 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 the Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, job- contractor agreements or subleases of the Agreement entered into by supplier/lessee.

- 3.4. 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.

SECTION II STANDARD TERMS AND CONDITIONS

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

SECTION II STANDARD TERMS AND CONDITIONS

- 3.4.3. Contractor further agrees that this clause will be incorporated in all subcontracts, job- Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
- 3.4.4. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.4.5. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 3.5. 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:
- 3.5.1. 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.
- 3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
- 3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Agreement to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1

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3.6. 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:

- 3.6.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in the Agreement.
- 3.6.2. 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).

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

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

3.8. 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

SECTION II STANDARD TERMS AND CONDITIONS

- 3.9.** 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.
- 3.10. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, 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.
- 4. COSTS AND PAYMENTS:** In certain instances the City may order services from the offeror, in those instances the following cost and payment provisions will apply.
- 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 30 to 45 calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

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- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

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

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- 5.3. good cause. Any assignment or delegation made in violation of this section will be void.
- 5.4. **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 offeror is unable or unwilling to provide services as outlined in Section V, Scope of work.

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 the Agreement 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 the Agreement if and to the extent that such party's performance of the Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

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such delay prevent the delayed party from performing in accordance with the Agreement.

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

SECTION II STANDARD TERMS AND CONDITIONS

demanding party may treat this failure as an anticipatory repudiation of the Agreement.

- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under the Agreement 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. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel the Agreement and repurchase from another source and may recover the excess costs by (a) deduction from an unpaid balance due; (b) collection against the Offer and/or performance bond, or (c) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.5. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement 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 Agreement 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.
- 7.6. 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.

8. CONTRACT TERMINATION:

- 8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel the Agreement 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.

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8.2. In the event the Agreement 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.

8.3. CONDITIONS AND CAUSES FOR TERMINATION:

8.3.1. The Agreement may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-day written notice to Contractor. The City at its convenience, by written notice, may terminate the Agreement, in whole or in part. If the Agreement is terminated, the City will be liable only for payment under the payment provisions of the Agreement 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.

8.3.2. The City reserves the right to cancel the whole or any part of the Agreement due to failure of Contractor to carry out any term, promise, or condition of the Agreement. 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 Agreement;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the Agreement;
- 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 Agreement;

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- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that Contractor will no or cannot perform to the requirements of the Agreement.

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

11. TAX RESPONSIBILITY QUALIFICATION: Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to

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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 the Agreement 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 the Agreement now certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.

13. NO FORCED LABOR OF ETHNIC UYGHURS. If the Agreement 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 the Agreement, 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

SECTION III SPECIAL TERMS AND CONDITIONS

SECTION III – SPECIAL TERMS AND CONDITIONS

1. **PRICE:** All labor rate prices submitted shall be firm and fixed for the first 14 months of the Agreement period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 60 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation from the manufacturer and/or published indexes confirming the labor rate increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than Deputy Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Director or Department Director.
2. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
3. **METHOD OF INVOICING:**
Invoice must be emailed in .pdf format to invoices@phoenix.gov with a copy to the Contract Manager and must include the following:
 - City purchase order number or shopping cart number.
 - Items listed individually by the written description and part number.
 - Unit price extended and totaled including amounts before and after discount(s).
 - Quantity ordered, back ordered, and shipped.

SECTION III SPECIAL TERMS AND CONDITIONS

- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.
- Applicable tax.
- Remit to address.

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

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

6. VENDOR PROFILE CHANGES: It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor's legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

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

7.1. Contractor and Subcontractor Workers Background Screening: Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be required to have and maintain an active Guard Card issued by the Arizona Department of Public Safety.

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

SECTION III SPECIAL TERMS AND CONDITIONS

- 7.2. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to Guard Card applications, issuance, and renewals. The City reserves the right to audit Contractor's records.
- 7.3. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:
- 7.3.1. Contract Worker gains access to a City facility(s) without the proper badge or key;
 - 7.3.2. Contract Worker uses a badge or key of another to gain access to a City facility;
 - 7.3.3. Contract Worker commences services under the Agreement without the proper badge, key or background screening;
 - 7.3.4. 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
 - 7.3.5. 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.
 - 7.3.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and

SECTION III SPECIAL TERMS AND CONDITIONS

approximates the actual or anticipated loss to the City at the time and making of the 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 the Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under the Agreement, at law and in equity including, but not limited to, termination of the Agreement.

7.4. Employee Identification and Access:

- 7.4.1. Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.
- 7.4.2. Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.
- 7.4.3. Unless otherwise provided for in the scope of work:
 - 7.4.3.1. Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
 - 7.4.3.2. Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

7.5. Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form

SECTION III SPECIAL TERMS AND CONDITIONS

must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

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

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

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

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

8. TRANSITION OF CONTRACT: At least 30 days prior to the expiration or termination of the Agreement vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of service at the required level of proficiency. Vendor agrees to provide to the city all files in .doc, .exe, and .pdf format ASCII format (or other city-designated format), supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to the Agreement and which are in the possession of vendor. The provisions of this section will survive the expiration or termination of the Agreement. Within the City's sole discretion, the vendor agrees to a

SECTION III SPECIAL TERMS AND CONDITIONS

month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.

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

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

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

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

- 11. LIQUIDATED DAMAGES:** If the Contractor fails to deliver the supplies or perform the services within the time specified in the Agreement, or any extension thereof, the

SECTION III SPECIAL TERMS AND CONDITIONS

actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1,000. Procurement Division may terminate the Agreement in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. The Deputy Director or Department Director will be the sole judge in determining the liquidated damages. Performance Monitoring and Liquidated Damages are all listed in Exhibit 1. The City may retain any amounts owed by the City in satisfaction of liquidated damages after providing written notification to Contractor including a detailed description of amounts retained and facts demonstrating accrual of liquidated damages.

12. CONTRACT MANAGER:

Department Contact: Tom Kauchek, Security Manager
Department Contact Address: 100 N 3rd Street Phoenix, AZ 85004
Phone: (602) 262-5063
Email: thomas.kauchek@phoenix.gov

13. CONTRACT ADMINISTRATOR:

Department Contact: Doug Hayes, Contract Specialist II
Department Contact Address: 100 N 3rd Street Phoenix, AZ 85004
Phone: (602) 495-7165
Email: doug.hayes@phoenix.gov

14. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement, or by law, or the acceptance of materials or services, obligations imposed by the Agreement or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the Agreement.

15. AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within 30 days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy
CRCS PCC 23-001 Event Security

SECTION III SPECIAL TERMS AND CONDITIONS

Director prior to the institution of the change.

16. LICENSES AND PERMITS: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Agreement.

17. ADVERTISING: Contractor will not advertise or publish news releases concerning the Agreement without the prior written consent of the Deputy Director, and the City will not unreasonably withhold permission.

18. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under the Agreement are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

19. CONFIDENTIALITY AND DATA SECURITY:

19.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

19.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

19.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

19.4. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

20. CONTRACTOR ASSIGNMENTS: The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under the Agreement will be used exclusively for that purpose during the hours when they are working in areas covered by the Agreement and will perform no work at other City of Phoenix

SECTION III SPECIAL TERMS AND CONDITIONS

facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

21. TELEPHONE USE:

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

SECTION IV – INSURANCE AND INDEMNIFICATION

SECTION IV – INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with the Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of the Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of the Agreement.

2. CONTRACTOR’S INSURANCE:

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

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

SECTION IV – INSURANCE AND INDEMNIFICATION

2.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000

- The policy must be endorsed to include errors and omissions coverage or a separate professional policy must be purchased.
- The policy must be endorsed to include coverage for “care, custody and control” of the property of others.
- The policy must be endorsed to include coverage for the operation of mobile equipment (if required as part of the Scope of Services)
- Coverage for reasonable use of force must not be excluded.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to the Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

SECTION IV – INSURANCE AND INDEMNIFICATION

2.1.2. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to the Agreement.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

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

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

2.1.4. Crime Insurance (or Fidelity Bond)

Bond or Policy Limit \$ _____

- The policy must be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- The policy or bond must include coverage for all directors, officers, agents and employees of the Contractor. The policy or bond must include coverage for third party fidelity, i.e. property of third parties that is held by the

SECTION IV – INSURANCE AND INDEMNIFICATION

Contractor in any capacity, or property for which the Contractor is legally liable.

- The policy or bond must include but not be limited to coverage for theft of property located on the Contractor’s premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
- The policy or bond must not contain a condition requiring an arrest and conviction.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of the Agreement, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **Phoenix Convention Center, Fiscal and Procurement Services, Certificates of Insurance, 100 N 3rd Street, Phoenix, AZ 85004, or fax at (602) 534-7771**

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

2.4. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by the Agreement. 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 the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by the Agreement must be sent directly to **Phoenix Convention Center, Fiscal and Procurement Services, Certificates of Insurance, 100 N 3rd Street, Phoenix, AZ 85004, or fax at (602) 534-7771**. The City project/contract number and project description must be noted on the

SECTION IV – INSURANCE AND INDEMNIFICATION

certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by the Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

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

SECTION V – SCOPE OF WORK

SECTION V – SCOPE

EVALUATION CRITERIA: In accordance with Administrative Regulation 3.10, award shall be made to the responsible and responsive proposer(s) whose proposal is determined to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are not listed in order of importance and more details are provided below.

Method of Approach to Scope of Work	0 - 400 POINTS
Company Resources	0 - 250 POINTS
Qualifications and Experience	0 - 250 POINTS
Financial Return to the City	0 - 100 POINTS
TOTAL AVAILABLE POINTS :	0 - 1000 MAXIMUM

Description

Points

1. Method of Approach to Scope of Work.

0 - 400 POINTS

Responses will be evaluated on the recommended approach that reflects:

- Understanding and commitment in providing the requested services
- Administrative processes to ensure appropriate levels of attention are provided, and that work is properly performed.
- Describe strategies, policies, and procedures for providing event security services to the clients.
- Provide details of the company's procedures that cover prompt and proper response to incidents and emergency situations.
- Describe customer service initiatives.
- Service delivery practices.
- Event security plans.
- Training program
- Labor rates

The proposer must specify the hourly rate paid to employees in each job classification, as well as the rates and overtime rates that will be invoiced to clients and the City. Client and City rates are to be inclusive of all labor, equipment, transportation, and other associated costs (including expenses for wages, supervisory differentials, payroll taxes, insurance, benefits, and all other overhead burdens) associated with providing the proposed services.

SECTION V – SCOPE OF WORK

Job Classification	Hourly Rate to Employee	Client Hourly Rates	Client Overtime / Holiday rate	CITY Hourly Rates (If applicable)	City Overtime/ Holiday rate
Event Security Manager					
Security Officer Supervisors					
Security Officers					

2. Company Resources

0-250 POINTS

The responses will be evaluated on the executive summary of its company resources, including the following:

- Describe company's ability to dedicate the personnel, equipment, and other resources necessary to provide the requested services.
- Number of AZDPS licensed security officers currently employed by your organization.
- Auxiliary services.

3. Qualifications and Experience

0-250 POINTS

The responses will be evaluated on:

- History of business, including the date established.
- Provide an overview of the company and organizational chart.
- Proposed on-site General Manager's qualifications and experience.
- Range of services
- Crowd management experience, summarize experience providing similar services to equivalent customers
- Loading dock and ramp management experience, management team and key support staff.
- Responses to reference checks provided in SECTION VI - SUBMITTALS, Paragraph 7. REFERENCES.

SECTION V – SCOPE OF WORK

4. Financial Return to the City

0-100 POINTS

For and in consideration of Proposer's rights under the resulting Agreement, Proposer will agree to pay the PCCD a percentage commission based on the gross receipts of all sales of services and labor made to Phoenix Convention Center and Venues and its clients.

Gross receipts are defined as follows: The aggregate amount of gross billing less taxes related to services rendered in and about the facilities managed by PCCD, whether for cash or credit and whether collected or uncollected.

Phoenix Convention Center Department Commission Rate: _____% of gross receipts.

1. GENERAL REQUIREMENTS

- 1.1. The Proposer shall furnish all labor, insurance, supervision, equipment, and incidentals necessary for the provision of event security services to Phoenix Convention Center Department (PCCD) clients at the Convention Center, Symphony Hall, Orpheum Theater and support locations including the East Garage Marshalling Yard and Tonto Marshalling Yard.
- 1.2. The Proposer will provide exclusive event security services for non-convention events which includes shows open to the general public whether ticketed or not and may include banquets, meetings, concerts, social events, exhibitions, consumer shows, competitions, sporting events, dances, theatrical shows and performances, graduations, job fairs and trade shows.
- 1.3. The Proposer will provide exclusive event security services for events designated as “conventions”, which may include large meetings, trade shows with meetings and generally involve large numbers of attendees from out of state.
- 1.4. The Proposer will also provide non-exclusive event security services but enjoy “preferred” status for “Mega Events” which includes major national and international events which are highly sought after and competitively bid. Past Mega Events include the 2023 Super Bowl Experience, Media Center, and related NFL sanctioned events, College Football Playoffs Fan Central, the NBA All Star Jam Fest, Major League Baseball’s All- Star Fan Fest, and similar events. Future Mega Events may include national political conventions and other competitively bid events where security may be bid separately or as a package.
- 1.5. Proposer acknowledges that during events of all types, high profile individuals may be present who have personal protective details. Additionally, some client firms may have security departments who will be present on site and coordinating security for their company during events. When these conditions occur, Proposers will cooperate with these protective details to make their visit efficient and productive. Proposer agrees to work with such entities to achieve their desired level of security for the event. In these instances, Proposer retains their status as either the preferred or exclusive provider of event security services for the overall event, allowing client security to function autonomously.

SECTION V – SCOPE OF WORK

- 1.6. The responsibilities of the Proposer include, but are not limited to, those set forth below and those normally related to the event security industry. Subcontracting may be considered for Convention or Mega Events on a case-by-case basis. If permitted, proposer will maintain overall control, management, and responsibility for any subcontractors working their events. Subcontractor companies must meet the same Licensing and Insurance requirements as the proposer per this RCS. Subcontractor must be a licensed guard company with AZ DPS, and all assigned personnel must possess and display valid AZ DPS Guard Cards while working on PCC property. The City reserves the right to add to or subtract from the scope of services provided herein at its sole discretion.

2. SCOPE OF SERVICES

- 2.1. Services to be Provided: The Proposer will contract directly with clients of the PCCD to provide services. On a limited basis, the Proposer may provide event security services to the Phoenix Convention Center (PCC) or other City departments for various City sponsored events.
 - 2.1.1. Event Security Plan: For each event where event security is required and the Proposer is contracted to provide security services, the Proposer shall develop a written Event Security Plan. The Event Security Plan shall consist of at least the following:
 - 2.1.1.1. An accounting of every position staffed including a description of the post location and specific post orders for that position. This list shall include the dates and hours the post is staffed.
 - 2.1.1.2. General security plans for non-emergencies.
 - 2.1.1.3. Review of every planned or anticipated major crowd movement.
 - 2.1.1.4. Crisis communication plan for security operations.
 - 2.1.1.5. Risk assessment based upon known and researched circumstances, including political activity, production related hazards such as the use of open flame, or any other circumstance which could reasonably have life safety implications.
 - 2.1.1.6. An evacuation plan for the client space, including a method of accounting for security staff should the building be

SECTION V – SCOPE OF WORK

evacuated, and a recovery plan coordinated with building staff to resume operations.

- 2.2. Post Orders: Proposer shall develop post orders for each post describing in sufficient detail the responsibilities of the security officer assigned to that post. Post orders shall include, at a minimum:
 - 2.2.1. Instructions on access control whether by ticket, credential or otherwise.
 - 2.2.2. Instructions for the inspection of nearby emergency exits and path of travel consistent with National Fire Protection Association (NFPA) crowd management training.
 - 2.2.3. Event specific instructions as provided by the client.
 - 2.2.4. Instructions for emergency procedures including:
 - 2.2.4.1. How to report an emergency
 - 2.2.4.2. How to evacuate the building, including responsibilities related to persons with disabilities.
 - 2.2.4.3. How to locate the nearest fire extinguisher and Automated External Defibrillator (AED)
 - 2.2.5. Proposer shall ensure the security plan developed has the minimum number of security personnel required to execute the emergency action plans.
 - 2.2.6. The Event Security Plan shall be submitted no later than seven days prior to the event to undergo the required approval process by the PCCD Security Manager, the City of Phoenix Fire Marshal, and the client prior to event pre-con meetings. The approved plan shall be completed and prepared for distribution and presented to the client during the event pre-con meeting.
 - 2.2.7. PCCD reserves the sole right to determine when event security is required and the minimum staffing levels for each event. Event Security Plans may be amended upon review and in all cases shall be in final approved form before the scheduled “pre-con” meeting for the event.

SECTION V – SCOPE OF WORK

- 2.3. Payment of Fees: The payment of fees may be directly by clients of the PCCD with whom the Proposer contracts, by the City for services provided to the PCCD or other City departments or by City on behalf of clients of the PCCD.
- 2.3.1. Payment by clients of the City: Generally, Proposer’s personnel will be required to work and contract directly with a client of PCCD to receive payment. In these instances, invoices shall be submitted directly to the client and client shall pay Proposer directly. A copy of all invoices and/or other payment demand documentation shall be submitted to the Phoenix Convention Center Fiscal Services Section on a monthly basis along with Proposer’s commission statement. It is expressly agreed and understood that any and all client payment obligations under this paragraph shall be solely and exclusively that of the client and City assumes no liability, therefore.
- 2.3.2. Payment by City for labor provided to PCCD: In some instances, Proposer will provide services on behalf of the PCCD or other City departments. In these instances, Proposer will invoice the City directly for services provided. Labor provided to City departments will be at the City rate and will be exempt from commission payments.
- 2.3.3. Payment by City, on behalf of clients of the PCCD: The City may make payment to the Proposer on behalf of the client for theater ticket office events or other events under the following conditions:
- 2.3.3.1. Theater Ticket Office Events – City may make payment to Proposer on behalf of theater ticket office clients of the PCCD. Such payment shall be made by the City when: (a) such funds are in the hands of City either by direct payment from the client or from ticket office receipts; (b) a proposal/invoice has been submitted to the client and received approval; (c) a copy of the invoice has been electronically submitted in PCCD’s event management system within three days following event move-out; and (d) Proposer has entered the charges into PCCD’s event management system.

SECTION V – SCOPE OF WORK

2.3.3.2. Because ticket sales proceeds are being held for payment of the final invoice, PCCD and its clients have the right to rely on the accuracy of all invoices and other documentation.

Under no circumstances will PCCD make payments to Proposer on behalf of any client before collection of final invoice payment and event settlement has been made by the client.

2.3.3.3. Other Events - On rare occasions, City may make payment to Proposer on behalf of clients of the PCCD for other events not covered by subparagraph 2.3.3.1 above. Such payment shall be made by City when: (a) a specific written agreement exists between the client, PCCD and Proposer for City to hold client funds for the payment of Proposer's invoice; (b) such funds are in the hands of City either by direct payment from the client or from ticket office receipts; (c) an invoice has been submitted to the client and received approval; (d) a copy of the invoice has been electronically submitted in PCCD's event management system within three days following event move-out; and (e) Proposer has entered the charges into PCCD's event management system.

2.3.3.4. PCCD and its clients have the right to rely on the accuracy of all invoices and other documentation. Under no circumstances will PCCD make payments to the Proposer on behalf of any client before collection of final invoice payment and event settlement has been made by the client.

2.3.4. Commission Payment: The Proposer will provide the PCCD with a percentage commission based on the gross receipts of all sales of services and labor provided to PCCD clients, whether collected or uncollected.

2.4. Loading Dock and Ramp Management: In conjunction with the Security Manager, the Proposer shall develop procedures for operating the loading docks and ramp system. The procedures shall include, but not be limited to:

2.4.1. Vehicle Control and Dock Access

2.4.2. Ramp Access

2.4.3. Duties of the Upper Dock Guard, Lower Dock Guards

SECTION V – SCOPE OF WORK

- 2.4.4. Coordinate with Off-duty Police Officer(s)
- 2.4.5. Coordinate with Decorator Dock Master if available
- 2.5. A dock pass shall be required of all vehicles entering the loading dock. Proposer shall be responsible for creating all loading dock passes. Proposer shall also be responsible for properly calculating the number of dock passes that can be given out to each event based on amount of dock space and traffic. Proposer shall be responsible for monitoring all vehicles in the loading dock areas and ensuring that the loading docks are safe. Dock passes shall be created for each event and shall be unique for that event. At a minimum, dock passes shall:
 - 2.5.1. Clearly state in large, dark font, the name of the event and the date issued.
 - 2.5.2. Have space for the issuing Security Officer to write on the pass the time the pass was issued and the name and cell number of the driver of the vehicle.
 - 2.5.3. Include a contact phone number for the Proposer's on-site Supervisor.
 - 2.5.4. Be unique from day to day to allow for easy recognition of expired pass.
- 2.6. Tonto Marshalling Yard and East Garage Marshalling Yard: The Tonto Marshalling Yard, located at 1102 E. Tonto St. and the East Garage Marshalling Yard, located at 601 E. Washington St., are used to organize large numbers of vehicles as they move freight to and from the PCC. When a client contracts for the use of the Yards, the Proposer shall provide the following:
 - 2.6.1. Sufficient staff to coordinate marshalling and staging activity for event move-in and move-out.
 - 2.6.2. Physical patrols of the Yard(s) to provide crime prevention, ensure safe operation of vehicles and enforce rules related to the use of the Yard(s).
 - 2.6.3. Inspection of the Tonto Yard office facility for any signs of criminal activity.

SECTION V – SCOPE OF WORK

- 2.6.4. Inspection of the interior of the Tonto Yard office for cleanliness, damage, repair, or maintenance issues. Any issues encountered during the inspection shall be reported to the Operations Center
- 2.6.5. Communication with House Security routinely and request the Yard(s) be secured daily. Please note: No overnight security will be provided at the Tonto Yard after 10:00 p.m.
- 2.6.6. Responses to alarms activated from the Tonto Yard office facility while on post.
- 2.6.7. Written incident reports for any crimes, accidents or other occurrences while on post.
- 2.7. Vehicle Escorts: On occasion when motor vehicles need to be moved through public areas as part of an event, Proposer shall be responsible for providing vehicle escorts. Escorts are conducted on foot with the driver following behind. Proposer shall inspect to ensure, to the best of their ability, that every operator of an escort vehicle has a valid driver's license issued in the United States and that the license is in the operator's possession when operating an escorted vehicle. Vehicle escorts for regular facility work or maintenance not related to event activity, shall be the responsibility of PCCD.
- 2.8. Reporting Requirements: Proposer will be required to submit reports as defined in Exhibit 2. All reports must adhere to standard reporting requirements as specified by City and be compatible with City's financial reporting structure.
- 2.9. City Owned/Operated Network General Requirements: Proposer is responsible for proper operation of PCCD's City Owned/Operated Information Technology Infrastructure as outlined in Exhibit 3. City IT systems training will be provided.

3. Proposer Personnel:

- 3.1. Personnel: Proposer will hire, train, and supervise a sufficient number of personnel to perform the duties outlined within this Scope of Work. All employees provided by Proposer shall be subject to the approval of the City,

SECTION V – SCOPE OF WORK

and City, at its sole discretion, may require Proposer to remove and replace any employee deemed unacceptable by the City.

3.1.1. On-Site General Manager: Proposer will provide an experienced local On-Site General Manager who shall be devoted full time to the day-to-day performance requirements of the resulting Agreement and shall serve as the primary point of contact for the Proposer. The Proposer will also provide two alternate points of contact when the On-Site General Manager is not available. The cost associated with the salary, benefits, and employment of the On-Site General Manager will be at the sole expense of the Proposer. The On-Site General Manager provided by Proposer shall be subject to the approval of the City, and City, at its sole discretion, may require Proposer to remove and replace the On-Site General Manager at any time his/her performance is deemed unacceptable by the PCCD. The On-Site General Manager shall:

- 3.1.1.1. Attend such meetings as may be necessary and/or requested by City.
- 3.1.1.2. Serve as the liaison between Proposer and designated PCCD staff, PCCD Contractors, PCCD clients, and City of Phoenix employees including Police and Fire Department staff; be responsible for scheduling services; be responsible for preparing all operational plans, risk assessments, and evacuation plans based upon specific event requirements.
- 3.1.1.3. Develop and submit the required Event Security Plan specific to each contracted event seven days prior to the start of events.
- 3.1.1.4. Be available 24 hours per day, seven days per week by telephone to respond to PCCD needs.
- 3.1.1.5. Be responsible for the preparation of all pre-event and post-event invoices to clients and City and shall resolve any discrepancies.
- 3.1.1.6. Obtain and hold a certificate as a trained crowd manager as described in the National Fire Protection Association's most recent edition.

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- 3.2. Security Officers: Proposer shall provide licensed (by AZDPS), unarmed Security Officers for those events contracted by Proposer. Security Officers must be fully trained and capable of providing all functions normally associated with event security including but not limited to crowd management, alcohol monitoring, bag searches, hand wand and metal detector walk-thru operation, and pat-down procedures. Proposer shall provide to the Security Manager a copy of the license of each unarmed Security Officer scheduled to work at the PCCD. In accordance with State law, every Security Officer must be in physical possession of their Security Officer license while working as a Security Officer.
- 3.2.1. Security Officers must be physically capable of performing critical job functions. The critical job functions of a Security Officer include but are not limited to: assisting injured persons or persons with disabilities in the event of an emergency evacuation, being able to stand and walk for long periods of time, being able to walk up and down stairs unassisted, being able to hear, speak, write and understand the English language and have the capability to operate two-way radios. Must be able to read, interpret, and implement written instructions/Post Orders, understand and follow oral instructions, and assimilate specialized training. Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies. Must be able to observe behaviors and report details accurately. Some positions require the performance of other essential functions and physical activity depending upon work location, assignment, or shift. Some posts are outdoors in all weather conditions. Because the physical capabilities of Security Officers directly impact the safety of PCCD clients and the public in general, the PCCD reserves the right to require the Proposer to replace any Security Officer deemed unfit or unable to perform the duties and functions of the position.
- 3.3. Supervisor: A Supervisor is required for every event. Should the size and proximity of events allow, two or more events may be covered by a single Supervisor at the sole discretion of PCCD. Supervisors will be responsible for:
- 3.3.1. Managing the Event Security Officers who are on duty for all events in the facility.

SECTION V – SCOPE OF WORK

- 3.3.2. In some scenarios a Supervisor may only be dedicated to one event; therefore, the Supervisor will be responsible for only those Security Officers working that particular event.
 - 3.3.3. Conducting pre-event security briefings for all Security Officers to ensure that each Security Officer meets PCCD standards for appearance and hygiene; ensure each Security Officer is fully briefed on both routine and emergency procedures for their assigned post.
 - 3.3.4. Conducting routine checks of all Security Officers on duty.
 - 3.3.5. Coordinating breaks and meals for all Security Officers on duty.
 - 3.3.6. Maintaining communication with the operations center and notify operations center in case of emergencies.
 - 3.3.7. Establishing a customer service-oriented relationship with all clients.
 - 3.3.8. Contacting the client each day to ensure service quality and receive daily briefing and/or specific instructions.
 - 3.3.9. Operating all event security activities, the resolution of all conflicts, and ensuring that the client receives excellent service in all respects, each on a daily basis.
 - 3.3.10. Obtaining and holding a certificate as a trained crowd manager as described in the National Fire Protection Association's most recent edition.
- 3.4. Event Security Manager: An Event Security Manager is required whenever more than 2 Supervisors are working or when the total number of Security Officers on site exceeds 16. The Event Security Manager will be responsible for:
- 3.4.1. Overall management of the proposer's operations including managing event security operations for conventions, trade shows or concerts.
 - 3.4.2. Resolving all issues not resolved by Supervisors.

SECTION V – SCOPE OF WORK

- 3.4.3. Attending pre-event security briefings, developing and executing operational plans for all security related issues. At a minimum, the Event Security Manager shall consider the client’s instructions for credentialing, ticketing and ticket taking, hazards posed by production activities, planned or anticipated crowd movements, planned or anticipated visits by VIPs including elected officials, and routine operational plans.
- 3.4.4. Providing final security briefing to ALL Supervisors for distribution to Security Officers.
- 3.4.5. Remaining in a command center with the Security Manager in some scenarios.
- 3.4.6. Remaining on-site until the event is cleared, and all attendees have exited the facility.
- 3.4.7. Keeping the Security Manager apprised of all security related matters for all events.
- 3.4.8. Obtaining and holding a certificate as a trained crowd manager as described in the National Fire Protection Association’s most recent edition.
- 3.5. Scheduling and Supervision: The PCCD requires the following staffing ratios:

Event Security Manager	Supervisor	Security Officers
N/A	1	1 to 8
N/A	2	9 to 16
1	3	17 or more

- 3.5.1. Staffing levels for events that require a large Security Officer call such as concerts will be determined using the 1 Supervisor to 8 Security Officers ratio. For example, if 64 Security Officers are required to staff a concert, there will be a minimum of 8 Supervisors assigned to the event and 1 Event Security Manager. If three or less officers are assigned to an event, one must be designated as a “lead” officer for both client and PCC communication purposes.

SECTION V – SCOPE OF WORK

- 3.5.2. PCCD reserves the right to make final determination of the number of Security Officers, Supervisors and Event Security Managers required for events to ensure minimum staffing levels are maintained.
- 3.6. General Recruitment: Proposer shall develop and provide PCCD with written procedures for recruiting Security Officers specifically for PCCD assignments. The format and content of procedures and written reports shall be forwarded to the PCCD Security Manager and are subject to the PCCD Director's or designee's approval. The objective is to ensure that the City receives the best qualified and most professional Security Officers to work in the facilities.
- 3.7. Training: Unless specifically noted, Proposer is solely responsible for providing completely trained personnel to PCCD. All on-site training shall be coordinated and approved by PCCD. All Proposer provided training will be at the Proposer's expense. Proposers training shall consist of the following minimum topics:
- 3.7.1. Orientation to the PCCD campus and general familiarization training.
 - 3.7.2. First Aid/CPR/AED training as certified by the American Red Cross, American Heart Association or similar certifying agency for all Supervisors, Event Security Managers, and on-site General Manager.
 - 3.7.3. Applicable PCC Policies and Operations Plans as determined by the PCC's Security Manager.
 - 3.7.4. Customer Service, including conflict resolution and service recovery.
 - 3.7.5. General training including bag search / pat down / handwanding and metal detection procedures, ticket taking and scanning, credential verification, operation and placement of turnstiles, reporting emergencies, operation of two-way radios, alcohol management consistent with ARS Title 4, vehicle marshalling, access control, emergency response, emergency evacuation and other generally accepted security practices.
 - 3.7.6. Move in/out procedures.

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- 3.7.6.1. Crowd Management Training – In addition to the General Manager, every Supervisor and Event Security Manager assigned by the Proposer to work at the PCCD shall be trained as a Crowd Manager as described in the National Fire Protection Association’s most recent edition. Proposer will provide documentation that their training meets the requirements specific by the NFPA and provide evidence of completion for each employee trained. Crowd management practices shall be incorporated into each event security plan.
- 3.7.6.2. The Proposer will be required to submit a training syllabus and training plan to PCCD for approval 30 days after the resulting Agreement’s effective date. The first training plan shall be submitted within 60-days of the Agreement effective date. Training plans for subsequent years shall be submitted annually. Training topics should include but are not limited to an orientation of PCCD facilities and operations, a strong emphasis on PCCD’s guest service promise (see Exhibit 4), customer service skills and expectations, acceptable work habits and appearance, general safety and job specific safety requirements related to the PCCD. It is expected that employees also receive thorough training on all functions of their positions (e.g. life-safety and security procedures). City personnel may monitor training sessions. Proposer shall provide on-going training to all personnel as suggested and approved by the Security Manager.
- 3.7.6.3. At a minimum, Proposer must ensure that all Supervisors and Event Security Managers, and General Manager are trained and certified in first aid, CPR, and the use of Automated External Defibrillator (AED) equipment. Certifications must not lapse, and must be renewed by their noted expiration date(s).
- 3.7.6.4. Proposer shall ensure that all personnel are thoroughly familiar with applicable PCCD rules, regulations and procedures before they are allowed to staff any post in any venue. All personnel shall be properly trained in the daily operation of the facilities and shall adhere to the facility rules and regulations without exception.

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- 3.8. Customer Service: A high level of professionalism and customer service is a priority for the City. Proposer shall provide services in a professional, business-like, and efficient manner, providing the highest level of assistance, service, and courtesy to patrons of the facility. Complaints must be responded to quickly and the PCCD's Security Manager must be informed of all customer issues and resolutions. A contact person must be available to provide customer assistance before, during, and after periods of high event activity to provide immediate service. The Proposer's personnel assigned to PCCD who regularly interact with the public must be able to read, write and communicate using the English language. The ability to effectively communicate with City staff as well as our clients is a vital component to the City's guest service promise expectations. Proposer should also provide key members of their staff that can serve and communicate with the PCC's diverse clientele.
- 3.9. No Shows: When Proposer falls short on staff counts, Proposer shall fill such vacancies with qualified personnel within one hour of the employee's start time. When Proposer fails to provide staffing levels as requested, clients will only be invoiced for the actual hours worked. Additionally, for each 15-minute period a post is unstaffed, the client will receive a 15-minute credit applied to their overall invoice. In all cases when staffing levels are not met, liquidated damages may be assessed by the City in accordance with Exhibit 1, Performance Monitoring and Liquidated Damages.
- 3.10. Uniforms: Proposer's employees shall be uniformed at the cost and expense of the Proposer. Proposer's Supervisors and Event Security Manager shall develop acceptable dress codes for a professional appearance of their Security Officers. Supervisors and Security Officers must be in complete uniform at all times while working at PCCD. The Event Security Manager will have the option to wear a complete uniform or business attire that is consistent with PCCD's policy while managing the event.
- 3.10.1. Uniforms must be clean, free of wrinkles, and must not be torn, frayed or discolored. Proposer shall maintain a uniform replacement policy to replace worn and faded uniforms as needed. Proposer shall also prohibit its employees from modifying the fit and appearance of the uniform. All uniforms shall fit properly. Proposer will not allow employees to wear uniform items which are too large or small. Proposer's employees shall adhere to the following dress codes:

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3.10.1.1. Move-in/out day(s):

The prescribed uniform for dock operations and front of house during a move-in are as follows: dark trousers with belt loops and dark colored belt with dark color shoes and a company logo polo shirt tucked into the trousers. During winter months and during inclement weather days, a company logo jacket is suitable with "SECURITY" displayed on the back across the shoulders. Both uniform shirts and jackets must be approved by AZDPS Licensing Division.

3.10.1.2. Event Days:

The prescribed uniform during events is as follows: dark trousers with dark belt, dark polished dress shoes, white dress shirt, tie, and a dark company blazer with logo. All uniforms must match amongst assigned officers. All uniforms must be approved by the AZDPS Licensing Division and approved by the Security Manager. All uniform items must fit properly, with emphasis on blazers and pant sizes. Final determination of Event Day uniforms are at the discretion of the client. In some instances they may request move-in day uniforms to also be worn on event days. In either case, these are the only two approved uniform configurations.

3.10.2. Sunglasses, hat, caps, and other head coverings are not permitted indoors, unless a special accommodation has been requested and approved by the Security Manager. Mirrored sunglasses are prohibited at all times. Jewelry and accessories should be tasteful and appropriate for the professional event security image of the PCCD. Visible piercings are limited to the earlobes only. Gauges are not permitted. Tattoos and other body art should be covered to the greatest extent possible.

3.10.3. Additionally, Proposer shall abide by the following grooming standards: good personal hygiene must be maintained, and facial hair is acceptable as long as it is neatly groomed and shaped. Hair must be clean, well-groomed, and limited to natural hair colors (black, brown, blonde, red, or gray).

3.11. Drug-Free Workplace: The City of Phoenix and the PCCD enforce a drug-free workplace policy. In addition, the City of Phoenix is committed to

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- maintaining a workplace that is free from violence, threats of violence, or harassment of any type. Proposer agrees that these policies will be communicated to and enforced with all of their staff working at the facilities.
- 3.12. Employee Performance: City must be fully and completely satisfied with the performance, appearance and behavior of all Proposer's employees assigned to the PCCD. Proposer employees, whose performance, appearance, or behavior has been deemed unacceptable by either City staff or Proposer's On-Site General Manager, shall be removed from PCC facilities. Such employees shall not be returned to work at the PCCD under any circumstances.
- 3.12.1. When City, in its sole and unfettered discretion, finds: (a) Proposer's overall performance is unsatisfactory; or, (b) Proposer has failed to satisfactorily substitute for an unsatisfactory employee, City reserves the right at any time to obtain any services necessary to successfully perform work that City believes would not have been successfully completed due to the Proposer's unsatisfactory performance or the unsatisfactory performance of its employees. Proposer shall bear the full cost of any such services obtained under these conditions. All charges for unsatisfactory personnel will be cancelled and future work shall be performed by other personnel.
- 3.13. Personnel Reporting Requirements: Proposer's personnel and staffing reports shall include but not be limited to On-Site General Manager and Supervisor event work schedules. These reports shall be submitted in accordance with Exhibit 2. Any reports regarding disciplinary actions and terminations will be submitted to the Security Manager on the day of or within 1-day of the occurrence.
- 3.14. PCCD Liaison: The Security Manager will serve as the primary point of contact between PCCD and the Proposer, and will oversee and monitor Proposer's performance, review and approve security plans and assessments, and receive and review required reports.
- 3.15. Holiday Pay: Holidays shall be as defined by City ordinance and are subject to change by action of the City Council. A current list of City holidays is available at <https://www.phoenix.gov/calendar/holidays>.

SECTION V – SCOPE OF WORK

3.15.1. Unless otherwise specified, holidays commence at 12 midnight and end at 11:59 pm of the same day. Holiday pay at a rate of 1.5 times the employees' base hourly rate shall be paid for all shifts commencing on the holiday. There shall be no pyramiding of benefits or premium pay entitlements.

3.16. Overtime Pay: Should Proposer's personnel assigned to perform under the resulting Agreement be specifically assigned to perform services for the City, as distinguished from a PCCD client or other responsible party, then the City will pay for all hours in excess of 40 hours per week at a rate of 1.5 times the employee's base hourly rate if all of the following conditions exist:

3.16.1. The individual eligible for premium pay is specifically and expressly required by the City to be the individual performing the required work.

3.16.2. Proposer informs City in advance, that premium pay shall be in effect for that individual employee.

3.16.3. Proposer identifies at least one other qualified and competent individual, satisfactory to the City, who is available to work without the necessity of premium pay.

3.16.4. There shall be no pyramiding of benefits or of premium pay entitlements. The provisions of this paragraph for "premium pay" do not apply to the On-Site General Manager or designee.

4. Office Equipment and Office Maintenance:

4.1. Proposer shall maintain an on-site office in space provided by the City that will function as a centralized location for its operations. The City will provide basic office furnishings deemed necessary and six radios for the services to be provided. Title to the office furnishings/equipment shall remain with the City. All office furnishings/equipment provided by the City must be returned to the City at the termination of any contract in the same condition it was delivered, normal wear and tear excepted. City shall repair and/or replace City provided office furnishings/equipment that becomes obsolete or that is no longer serviceable for any reason except to the extent of damage caused by the Proposer.

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- 4.2. To the extent caused by the Proposer, Proposer shall provide repair or replacement of all City provided office furnishings/equipment when the need for such repair or replacement is occasioned by Proposer's negligence, abuse, misuse or failure to reasonably protect such office furnishings/equipment. Repair or replacement shall be accomplished within 30 days unless extended by the Security Manager, after the need for such repair and/or replacement is discovered. Coverage includes City provided office furnishings/equipment that is damaged, lost or stolen.
- 4.3. At its own expense, Proposer shall provide and maintain all office supplies and equipment including, but not limited to, compatible computer hardware and software as technology progresses, software upgrades, computer support and peripherals, printers, copiers, fax, telephone, local and long-distance telephone service, and data connectivity. Computer systems and electronic data must be compatible with the City's information technology systems. Any additional office furniture provided by the Proposer must meet the PCCD standards and be approved by the Security Manager.

5. Equipment:

- 5.1. Proposer shall equip every Security Officer, Supervisor and Event Security Manager with a two-way radio capable of clear and reliable communication from every point on the PCC campus. In addition, every Security Officer, Supervisor and Event Security Manager shall be equipped with earpieces to completely eliminate the sound of radio communication from the general environment. When necessary, Proposer shall provide noise cancelling headphones and microphones to all event security personnel stationed in high noise environments such as concerts. In every case, every employee of the Proposer must be able to communicate with each other and the operations center by two-way radio at all times. Push to talk cell phones will not meet these requirements. The City is amenable to the installation of radio repeaters on the PCC campus at the Proposer's expense and maintains the exclusive right to oversee and approve the method and means of any installation. Proposer will provide the PCCD's house security firm with a radio set to the Proposer's own internal radio communication system and mutually develop communication protocols to coordinate security operations.
- 5.2. Proposer employees shall be equipped with but not limited to, the following:

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- 5.2.1. Hand wands for metal detection during screening operations of attendees when required.
 - 5.2.2. Flashlights for each Security Officer assigned to work during hours of darkness for both interior and exterior posts.
 - 5.2.3. Reflective safety vests for positions engaged in vehicle marshalling activities.
 - 5.2.4. Vehicle inspection mirrors.
 - 5.2.5. Cell phones for key management positions including the On-Site General Manager and at least two other managers.
 - 5.2.6. First aid equipment for the treatment of their employees when needed.
- 5.3. Proposer shall have the ability to either provide, or rent, walk-through magnetometers or a comparable technology (i.e. ELVOLV or similar) for the occasional event that requests these technologies.

6. Employee Parking:

- 6.1. Parking will be made available at the PCCD garages for Proposer's employees at the prevailing City employee rate. Based on availability, PCCD reserves the right to determine which PCCD garage will be used for such employee parking. Upon written notification from PCCD, parking programs are subject to change and parking rates are subject to increase.
- 6.2. The PCCD Parking Operator shall invoice the Proposer monthly. Payment is due by the date specified; late fees will be assessed beginning the day after the due date has expired. Repeated late payments may result in the termination of parking privileges. Repeated late payments are defined as four or more consecutive months of payments received after the due date. The Proposer may determine group billing or deem each cardholder responsible for individual payment. Written notification must be sent to the PCCD Parking Operator at least 30 days before the termination or deactivation of any monthly parking access card(s). Failure to provide written notification will result in full payment owed for each month in which card(s) remained active.

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- 6.3 PCCD Parking Operator will accommodate parking for Proposer's interviews at no charge, under the provision that the Proposer provides the PCCD Parking Operator with no less than two business days' notice before interviews. All other training, staff ups, guard certification courses, or anything outside of a candidate's initial interview will be subject to a parking charge. This provision is subject to termination in whole or in part if the Proposer repeatedly orders parking under this provision the day it is needed. The Parking Manager will decide if or when this provision has been violated.
- 6.4 Proposer, its employees, temporary employees, contract employees, and sub-contracted employees are subject to the Parking Program Rules. The Proposer will be responsible for providing its Parkers with the Notice to Parkers attached as Exhibit 2 hereto. Violation of the parking guidelines outlined in that document will entitle the City, at its option, to revoke the parking privileges of the offending Parker.
- 6.5 No Parking other than for employment and for support of PCCD events. Proposer, its employees, temporary employees, contract employees, and sub-contracted employees' parking privileges are for the direct support of PCCD Operations. These parking privileges shall not be utilized for any activity outside of the direct benefit of PCCD operations.
- 6.6 The PCCD Parking Operator, at their discretion, shall dictate the loading and unloading of Equipment. Any loading or unloading activity that requires more than 20 minutes to execute shall be coordinated with the PCCD Parking Operator two business days before.
- 6.7 Overnight Parking is prohibited, and PCCD Policies apply.

7. Sales and Marketing:

- 7.1. Proposer is required to work with PCC staff to develop clear, concise, and quality written event specific security proposals and once developed, will submit the security proposals to the Security Manager and Event Manager for review. After the security proposals have been finalized, Proposer will present the security proposals for client review and acceptance.
- 7.2. Proposer may communicate to clients and potential clients that they are the official exclusive provider of event security services at the PCCD for non-convention events such as concerts, social events, exhibitions, consumer

SECTION V – SCOPE OF WORK

shows and any other event open to the general public and for convention events such as meetings and trade shows with meetings.

- 7.3. Proposer shall provide, coordinate, organize and develop marketing services and a marketing plan in support of and in cooperation with the PCCD's generated marketing efforts. This shall include providing marketing materials such as pamphlets and/or flyers that can be provided to clients in sales and advance material packets by PCCD sales staff. These materials shall include, at a minimum, a description of the services to be provided and the method of ordering, price lists and sales contact information.

8. Compliance with Rules, Regulations and Policies:

- 8.1. Proposer shall abide by the PCCD rules, regulations and policies and shall operate under any and all directives of the PCCD pertaining to event security services as they now exist or may be amended or adopted hereafter. Several of the policies developed by the PCCD for various operational conditions includes but is not limited to vehicle escorts, alcohol monitoring, marshalling procedures, and dock access. The Proposer is required to review these procedures with the Security Manager to ensure compliance and continuity of operations.

9. Cleaning of Office Space:

- 9.1. Proposer shall be responsible for the daily cleaning of its office spaces. Cleaning shall include vacuuming, sweeping, dusting and cleaning of windows on a regular basis, and general maintenance of a clean, professional office space. Proposer shall provide material safety data sheets for any chemicals stored on-site that are used in the cleaning of office space. Proposer shall notify City of any spills for immediate clean-up of carpets and/or floors and will allow City access for cleaning of carpets and/or floors.

10. Recycling:

- 10.1. The City Council has mandated that all City offices participate in the recycling program. Appropriately sized and clearly marked containers will be provided for Proposer. City shall empty these containers as scheduled by the City in a designated area. If Proposer's office has restricted access, Proposer shall be responsible for taking recycled material to a specified location for disposal.

SECTION V – SCOPE OF WORK

11. Working Relationships:

11.1. Proposer shall work in a congenial manner with all outside event security contractors hired by the client to secure their event and shall provide them with coordination assistance in a non-competitive manner.

12. Attendance at Meetings:

12.1. Proposer shall have a representative attend operational meetings and/or event meetings, as necessary, or requested by the City. Representative(s) shall attend meetings on-time and be prepared with all necessary documentation for the meeting. Representative(s) will not leave before meeting is adjourned.

13. Survey:

13.1. Proposer shall conduct a complete survey annually as directed by the City and submit the survey to the City. The purpose of the survey is to provide the awarded contractor an opportunity to review their performance of event security services provided. The survey should include any findings and recommendations for improvements or changes. Part of the survey should include the layout of PCC, an assessment of overall daily operations, and any recommended changes to increase overall security operations that will result in an improved level of service.

14. Maintenance and Upkeep of Equipment:

14.1. City shall provide normal, routine maintenance for City provided equipment. Further, City shall repair and/or replace City provided equipment that becomes obsolete or that is no longer serviceable for any reason except to the extent caused by the Proposer's negligence, abuse, misuse, or failure to reasonably protect such equipment. Proposer shall not be liable for normal use, wear, and tear.

14.2. Any equipment provided by Proposer under the resulting Agreement shall be maintained, repaired, and replaced if broken, defective or malfunctions, whether such equipment is in active use or is being used as a backup, within a reasonable time after the need for such repair and/or replacement is

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- discovered. Proposer shall notify City within 24 hours of any lost, stolen, broken, defective or malfunctioning equipment.
- 14.3. To the extent caused by Proposer, Proposer shall provide repair or replacement of all City provided equipment when the need for such repair or replacement is occasioned by Proposer's negligence, abuse, misuse or failure to reasonably protect such equipment. Repair or replacement under this paragraph shall be accomplished within a reasonable time after the need for such repair and/or replacement is discovered. Coverage under this paragraph includes City provided equipment that is damaged, lost or stolen due to Proposer's negligence, abuse, misuse or failure to reasonably protect such equipment.
- 14.4. City hereby expressly reserves the right to install, operate or remove any and all City-owned and/or Proposer-owned equipment at any time as deemed appropriate by City to assure a safe and professional environment.

SECTION VI – SUBMITTALS

1. **COPIES:** Please submit one electronic copy of the Submittal Section and all other required documentation.

Please submit Information regarding Tabs 1-6 below, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. **OFFER SUBMITTAL FORMAT:**

The written offers should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City and who may be contacted during the evaluation period.
- Submitted with a table of contents and tabbed according to the following major sections:

Tab 1 Method of Approach
Tab 2 Company Resources
Tab 3 Qualifications and Experience
Tab 4 Financial Return to the City
Tab 5 Submittal Section
Tab 6 Signed Addenda

SECTION VI – SUBMITTALS

3. PAYMENT TERM & OPTIONS: Vendors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days**. In certain instances, the City may purchase services from the vendor, in those instances, the following payment terms will apply.

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

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



SECTION VI – SUBMITTALS

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

5. CONTRACTOR LICENSING REQUIREMENTS: Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. §. 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. Offeror certifies possession of the following license:

Licensed Contractor's Name	_____
Class	_____
License Number	_____
Expiration Date	_____



SECTION VI – SUBMITTALS

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

GENERAL COMMUNICATION INTENDED FOR PROPOSER:

Organization Name _____

Attn _____

Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Email _____

WITH A REQUIRED COPY TO:

Organization Name _____

Attn _____

Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Email _____

Offeror Name: _____

SECTION VI – SUBMITTALS

ACCOUNTS RECEIVABLE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

OPERATIONS CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

INSURANCE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

SECTION VI – SUBMITTALS

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

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____



SECTION VI – SUBMITTALS

7. REFERENCES: Contractor certifies that they have provided complete **Event Security Services** listed in this solicitation.

Contractor will furnish the names, addresses, telephone numbers and Email address of a minimum of two firms for which the Contractor is currently furnishing and two firms for which the contractor has furnished in the past, **Event Security Services** in similar size, scope, and complexity to the Phoenix Convention Center.

Two Current References

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Email address	_____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Email address	_____

Two Former References

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI – SUBMITTALS

8. CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: _____

Title of Authorized Official: _____

Date: _____



SECTION VI – SUBMITTALS

OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIONS - CITY’S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

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

(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____

Offeror Name: _____



SECTION VI – SUBMITTALS

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
JEFFREY BARTON, City Manager

John Chan or delegate
Phoenix Convention Center Director

Deputy

Attest:

City Clerk

Date

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Assistant Chief Counsel

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

Offeror Name: _____

SECTION VI – SUBMITTALS

CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY FORM.

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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Contract Information

Solicitation # or Name:

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

--

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

--

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

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

--

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

--

Offeror Name: _____

SECTION VI – SUBMITTALS

6. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

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

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

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

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

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

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

SECTION VI – SUBMITTALS

7. Acknowledgements

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

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

B. Fraud Prevention and Reporting Policy

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

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

OATH

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

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



SECTION VII – EXHIBITS

EXHIBIT 1

PERFORMANCE MONITORING AND LIQUIDATED DAMAGES

All activities by the Proposer shall be monitored and evaluated by the City on a monthly basis during the term of the resulting Agreement. Two consecutive reasonably sustained unsatisfactory evaluations of the Proposer by the City shall be deemed to constitute a breach of contract by the Proposer.

1. Performance Standards: The Proposer and the PCCD agree that services shall be provided in a competent, professional, effective and efficient manner ensuring that the highest level of professional event security services is provided to the public in a cost-effective manner. In order to keep and maintain this level of service, the PCCD and the Proposer agree to certain strict performance standards and requirements that must be met by the Proposer in performing under the resulting Agreement. The Proposer agrees that in the event the standards or requirements of the resulting Agreement are not met, the Proposer shall be liable to the PCCD either: (a) for actual damages sustained; (b) for liquidated damages as same may be assessed by the PCCD; and/or, (c) for failure to perform penalties.
2. Actual Damages: When the Proposer fails to meet the standards or requirements of the resulting Agreement and such failure results in measurable and demonstrable loss to PCCD and Venues, the Proposer shall be liable for the losses. Prior to the imposition of such charges, the Proposer will be notified in writing of the details of the incident giving rise to them and afforded an opportunity to respond.
3. Liquidated Damages: The parties acknowledge that there may be occasions when the Proposer's failure to meet the standards or requirements of the resulting Agreement, results in loss or damage to the PCCD and Venues, but that the amount of such loss or damages will be difficult or impossible to ascertain. This liquidated damage provision represents the best effort of the parties to make a good faith estimate of what the PCCD and Venues actual loss or damage will be in these situations. Both parties agree that the amount and assessment of liquidated damages, as specified herein, is reasonable and do not constitute a penalty.

Except as otherwise provided herein for repeated failure to meet a specific standard or requirement, and except as specified below, prior to the imposition of liquidated damages, the Proposer will receive written notice of the details of non-compliance. Following delivery of such notice, the Proposer shall have 24 hours within which to either correct the matter or, if the matter is not correctable within 24 hours, to initiate corrective action and to diligently prosecute it to completion. In the event the unsatisfactory condition is either not corrected or corrective action initiated, as

SECTION VII – EXHIBITS

appropriate, liquidated damages shall be applied. The 24-hour notice period shall commence when the written notice is delivered to Proposer's appropriate employee.

Conduct for which liquidated damages may be imposed include, but is not limited to the following:

- i. Failure to provide staffing as requested by client or specified by City as necessary to event needs. (Proposer will be notified verbally at the time of occurrence for failure to meet staffing requirements. Proposer will be given 1 hour to provide full staff as required. The imposition of liquidated damages if staffing requirements are not met will be assessed at the time of occurrence). Liquidated Damages: \$250.00 per occurrence.
 - ii. Failure to respond to service and trouble calls within 10 minutes during PCCD meetings and events. Liquidated Damages: \$250.00 per occurrence.
 - iii. Failure to provide required reports in the specified format or on the schedule specified by the City. Liquidated Damages: \$250.00 per occurrence.
 - iv. Failure to meet the licensing requirements and/or to conduct the required background checks on the schedule specified by the City. Liquidated Damages: \$250.00 per occurrence.
 - v. Failure of Security Officers, Supervisors and Event Managers to maintain and display their active AZDPS Guard Card while on duty. \$100.00 per occurrence.
 - vi. Sleeping on duty. \$500.00 per occurrence
 - vii. Falsifying official reports, documents, bills, timesheets or duty logs. \$500.00 per occurrence
 - viii. Posting security-sensitive City-related comments or photos to any website included, but not limited to social websites. \$500.00 per occurrence.
4. Repeat Conditions. Upon the third and any additional instance of any repeat condition, in a 90-day period, liquidated damages shall be assessed at the time of notice to the Proposer. Correction shall still be required within the 24-hour period specified above, but such correction shall not serve to abate the liquidated damages assessment.

SECTION VII – EXHIBITS

EXHIBIT 2

REPORTS

- A. ON A WEEKLY BASIS:** Proposer shall provide one copy of the following report every Monday for weekly events – one copy to the Security Manager.
1. A detailed report of the On-Site General Manager's and Supervisor's event and work schedules.
 2. Report from On-Site General Manager covering event notables and other administrative matters.
 3. Ongoing recruiting efforts and training activities
- B. ON A MONTHLY BASIS:** Proposer shall provide two copies of the following reports by the 10th of each month (unless otherwise noted) – one copy to the Security Manager and one copy to the Business Services Division Deputy Director:
1. A detailed report of the Proposer's monthly sales activity and commission amount, together with a detailed itemized statement and copies of invoice. Report shall be submitted for the month following the month in which the revenue was received. The content and format of backup documentation provided by Proposer shall be subject to approval by Business Services Division Deputy Director.
 2. Listing of all currently assigned personnel, their associated AZDP guard card numbers and current expiration dates. Also, current expiration dates of First Aid/CPR/AED certifications for all Supervisors, Event Security Managers and General Manager.
- C. ON AN ANNUAL BASIS:** Proposer shall provide two copies of the following report to the Security Manager and the Contract Administrator by the date indicated:
1. On or before June 1st of each option year, a written proposal of billing and personnel compensation rates for negotiation between Proposer and City.
 2. On or before January 15th, a report listing all events, billing amounts and commissions paid to the City over the prior year.
 3. On or before January 15th, a report containing the upcoming year's Training Plan.



SECTION VII – EXHIBITS

Exhibit 3

Access to City Owned/Operated Information Technology Infrastructure

- A. Operation of City Systems: Proposer is responsible for proper operation of City's IT systems. Proposer is responsible for inputting all required data into the system and for creating and generating reports from the system to meet the requirements of the resulting Agreement and as requested by the City.

- B. Network Access: Access to City IT resources will be supported via a PCCD provided Virtual Private Network (VPN) account. The number of users permitted to access City systems will be limited to a mutually agreed upon number. The Proposer will be responsible for providing internet access via an Internet Service Provider (ISP) and for any and all necessary hardware and software (i.e., computer, monitor, and printer) needed to support Proposer's utilization of City systems. Proposer's computer systems will be required to pass a security host check, which requires the system is operating a City approved software firewall and antivirus program. The Proposer is ultimately responsible for maintenance and repair of their computer systems.

- C. City Systems Accessibility and Regulations: Each system user will be provided a named account and password which must not be shared with any other individual or staff. PCCD reserves the right to revoke access privileges to City IT resources at any time due to any violation of the guidelines outlined in these documents or for any action which compromises the security of the City's systems or network and communication resources. All staff changes pertaining to access to the City's systems must be reported immediately to PCCD Information Technology Services (ITS) staff and/or the Contract Manager.

All users of the City's systems will be required to sign a User Agreement and agree to comply with federal, state and local privacy laws and all City of Phoenix and PCCD policies pertaining to the use of City Information Technology resources. Each person provided access to City information systems must read and acknowledge understanding of the following: City of Phoenix Administrative Regulations: 1.63, Electronic Communications and Information Acceptable Use; 1.90, Information Privacy and Protection; and City of Phoenix Information Technology Department Standard s1.4.1, Remote User Access SOP.

Proposer will provide third-party credentialing and bonding for all employees provided access to the City's Information Technology systems and infrastructure.



SECTION VII – EXHIBITS

Proposer is prohibited from releasing information obtained from the City's systems to other independent parties and/or from using information obtained from the City's system for any other purpose than as identified in the resulting Agreement and required to perform work authorized by the resulting Agreement.

- D. System Maintenance: Proposer shall be solely responsible for providing and maintaining all necessary computer systems, computer hardware, software, software upgrades, computer support and peripherals, as needed, to fully perform under the resulting Agreement.

- E. Computer Equipment – Reporting Responsibilities: Proposer shall notify PCCD IT Services Section and/or the Guest Experience Manager within 24 hours for any authentication or connectivity issues associated with VPN or other City systems. System repairs shall be the primary responsibility of the Proposer for its computer systems.

SECTION VII – EXHIBITS

EXHIBIT 4

Guest Service Promise

We Are Guest-Centered

- Make service the focus of our collective efforts and our main personal role
- Place our guests at the center of everything we do & personalize our services to meet their unique requirements
- Provide more than what is expected to create memorable experiences
- Be proactive in business practices and focus on anticipating each guest's needs
- Take ownership of service excellence and offer solutions to achieve positive results
- Provide a clean, well - maintained and pleasant environment for our guests

We Are Caring

- Deliver service with a pleasant, friendly and caring attitude
- Show spirit, character and energy in our interactions
- Provide clear and understandable directions
- Provide safety and security to our guests; report and correct issues immediately
- Follow appearance and grooming standards to create a positive first impression
- Be pleasant in our greetings, service interactions, and farewells

We Are Prompt & Responsive

- Be available to our guests; never say NO to an opportunity to serve them and to improve their satisfaction
- Interact in a prompt and efficient manner; completing our commitments, with competence and on time, shows dedication and professionalism
- Be sensitive to guests' unexpressed cues; adjust pace and service delivery accordingly
- Acknowledge & address guest service problems; correct them promptly & follow up to ensure guest satisfaction

We Work As a Team to Meet Guest Needs

- Help each other and step out of our primary duties in order to assist our guests
- Be responsible for the quality of our work environment, and treat each other with dignity and respect
- Share ideas, feedback and opinions in a professional manner, without fear of consequences
- Enjoy what we do; maintain perspective and have fun to make our convention center a great place to work
- Be an ambassador for our convention center and venues in both words and action