



City of Phoenix

REQUEST FOR PROPOSAL
AVN RFP 24-0006
PUBLIC ADDRESS SYSTEM REPLACEMENT

City of Phoenix Aviation Department
2485 E Buckeye Road
Phoenix, AZ 85034

SOLICITATION ISSUE DATE: December 20, 2023

DEADLINE FOR QUESTIONS: January 23, 2024 at 5:00 PM

OFFER DUE DATE: February 28, 2024 at 11:00 AM

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Public Address System Replacement

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- A – Fee Schedule
- B – Requirements Compliance Matrix
- C – Security and Privacy Maturity Questionnaire
- D – Sensitive Security Information Acknowledgement Form
- E – Required Submittal Documents
 - Offer
 - Acceptance of Offer
 - Conflict of Interest and Transparency Form
 - Costs and Payments
 - Emergency 24-Hour Service Contact
 - Proof of Minimum Qualifications

Exhibits:

- A – Cash Deposit for Performance Guarantee
- B – Letter of Credit Form
- C – Design and Construction Guidelines
- D – Drawing Package Requirements Matrix
- E – Cybersecurity Incident Reporting
- F – Pardon Our Dust Program Minimum Notice Requirements
- G – Compliance with Environmental Laws
- H – Supplemental Terms and Conditions to All Airport Agreements

1. INTRODUCTION

1.1. Summary

The City of Phoenix Aviation Department (“City” or “Aviation”) is seeking a qualified Contractor to provide design, installation, commissioning, and ongoing maintenance and support services as part of the Public Address System (PAS) Replacement project at Phoenix Sky Harbor International Airport (PHX). The successful Contractor is to provide turn-key solutions for the replacement of the current PAS, integration of the new PAS within an existing system, and new installation of the PAS, where applicable. Specifically, the project’s base sites are located at Terminal 3 (T3), Terminal 4 (T4), SkyTrain Stations, and the Rental Car Center. In T4 [with the exception of the new T4 South Concourse 1 (T4S1)], the Contractor is to provide updated paging zones, speakers, wiring, and all necessary equipment and programming. In T3 and T4S1, the Contractor is to replace the existing PAS equipment, except for existing cabling and speakers which will be utilized in this project. The City is also seeking to integrate the new PAS with the Sky Train Stations’ existing announcement system. Lastly, the City is seeking PAS design and installation into the main lobby area of the Rental Car Center where no current PAS infrastructure exists.

It is the City’s intent to award this Contract to a single integrator as the designated Contractor responsible for managing all aspects of the PAS project including the design, installation, commissioning, and ongoing maintenance and support phases. The designated Contractor will also be responsible for the management and oversight of proposed subcontractors, if any, for this project.

1.2. Background

Approximately 44 million passengers traveled through PHX in 2022. The PAS is a critical system that enables the airport, airlines, and other partners to communicate to the passengers and other critical stakeholders on both an informational and emergency basis.

The system in T4 was originally installed with the opening of the facility in 1990. In 2003, the PAS application and related back-end hardware [i.e. amplifiers, digital signal processors (DSPs), etc.] were replaced; however, the speakers and cabling for the speakers were untouched. In 2015-2016, the PAS application and back-end hardware were replaced, but the speakers and cabling were untouched.

In 2016, the first phase of the modernization project for T3 was completed. As part of this capital project, the PAS was completely replaced including new speakers and speaker re-zoning, and new fire-rated cabling. In the Spring of 2022, the new concourse within T4S1 opened with state-of-the-art cabling, speakers, and electronics which are compliant with current fire code. Additionally, monitoring from the fire alarm panels was implemented due to fire codes. This monitoring is currently only implemented in T3 and T4S1.

As a result of the speakers and cabling in T4 (but not T4S1) being over 30 years old, there are many issues that cannot be remediated with a new application and/or head-end equipment. Years of tenant improvement projects and upgrades to the terminal have resulted in many paging zones being no longer effective, along with significantly diminished audio acuity through most areas.

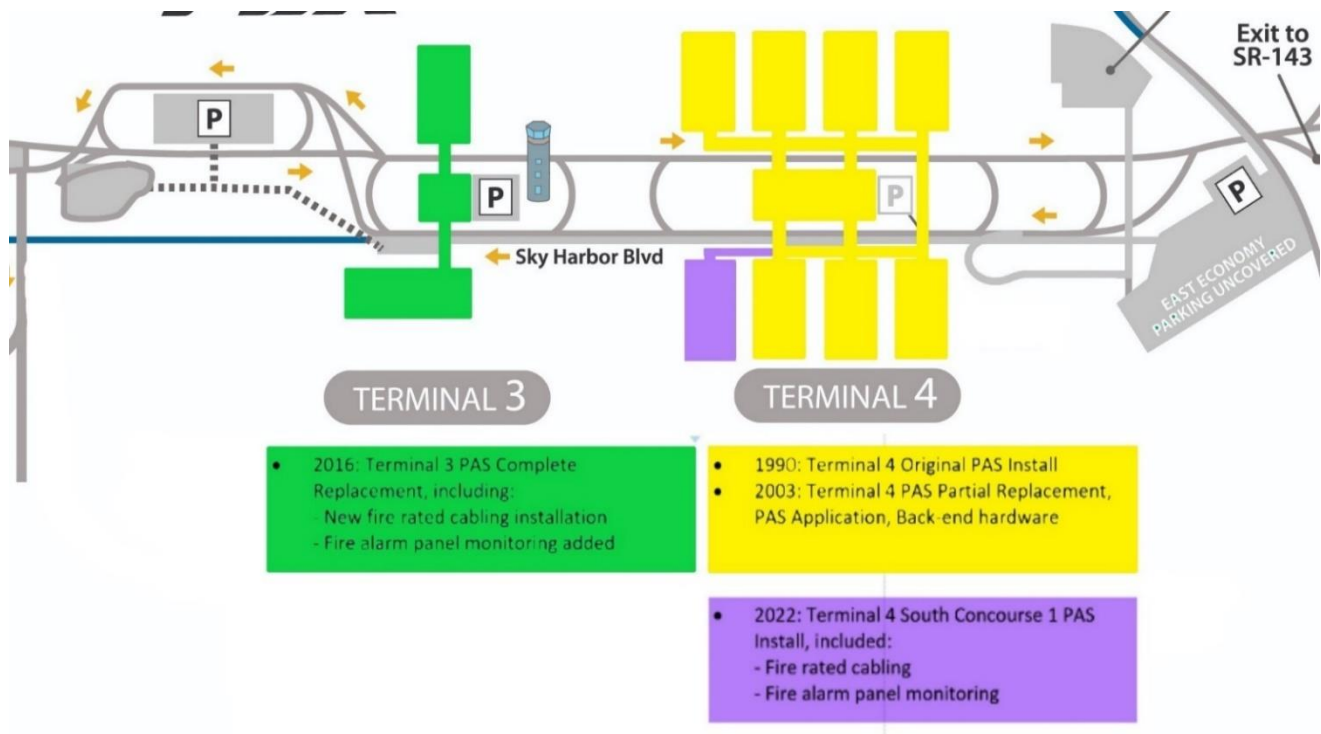


Figure 1: Summary of PAS Historical Evolution at PHX

1.3. Contact Information

Kyle Brack
Procurement Officer
City of Phoenix Aviation Department
2485 E Buckeye Rd
Phoenix, AZ 85034
Email: kyle.brack@phoenix.gov
Phone: [\(602\) 683-3886](tel:(602)683-3886)

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times shown are local Phoenix time.

To request a reasonable accommodation for the procurement process or alternative format of any documentation, please contact the Procurement Officer at (602) 683-6883/Voice or 711/TTY, or kyle.brack@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	December 20, 2023
Pre-Offer Conference	January 9, 2024 at 10:00 AM **To RSVP / register, please visit: https://cityofphoenix.webex.com/webex/register/r45b5215e9369d65e1220a6d396570316
Mandatory Site Visit	January 17, 2024 at 9:00 AM
Written Inquiries Due Date	January 23, 2024 at 5:00 PM Submit to kyle.brack@phoenix.gov and avn.solicitations@phoenix.gov
Mandatory Submission of Sensitive Security Information Acknowledgement Form (Attachment D)	See paragraph G. Sensitive Security Information (SSI), pg. 66 for details. Requirement must be complete prior to Offer Due Date.
Offer Due Date	February 28, 2024 at 11:00 AM
Offer Opening	February 28, 2024 at 11:15 AM Meeting Link: https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m8aafba1d87b7d3b556ea8f08fc42d334 Via phone: +1-415-655-0001 US Toll Access Code: 2633 378 6191

**Please note: Registration or RSVP to participate in the Pre-Offer Conference is required in order to obtain the Pre-Offer Conference meeting information. An Offeror who wishes to join the Pre-Offer Conference for this Solicitation is required to register prior to the meeting using the weblink provided above. Upon completion of registration, the Pre-Offer Conference meeting information will be forwarded to the registered email address.

1.5. Mandatory Site Visit

Prospective Offerors interested in attending the Mandatory Site Visit must confirm attendance by emailing the Procurement Officer no later than forty-eight (48) hours prior to the commencement of the Mandatory Site Visit and include the number of personnel attending. Attendees must check in and meet at the lobby front desk at the Aviation Headquarters building prior to the start time. The Mandatory Site Visit will include touring post-security areas at the Airport so all attendees will be subject to Transportation Security Administration (TSA) screening. Please bring a TSA-approved form of identification (e.g. state-issued driver's license or U.S. passport).

Offerors are required to attend the in-person Mandatory Site Visit to participate in this project. **Offerors that do not attend the Mandatory Site Visit may have their Offers deemed non-responsive and rejected.** The City reserves the right to change dates, times, and locations as necessary of the Mandatory Site Visit.

To request reasonable accommodation or alternative format for any public meeting in this procurement process, please contact Kyle Brack no later than one (1) week prior to a meeting at 602-683-3886/Voice or 7-1-1/TTY, or email kyle.brack@phoenix.gov.

2. INSTRUCTIONS

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for a Public Address System Replacement as a one-time project commencing on or about September 1, 2024 in accordance with the specifications and provisions contained herein 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: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to Solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered. The product category for this solicitation is 803610000 (Public Address System, Stationary).

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

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.

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

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:

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

- D. The City does not reimburse the cost of developing, presenting, or providing any response to this Solicitation or attending the on-site visit or pre-offer conference. 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.
- E. 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.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. 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.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the Solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete Solicitation and addenda from <https://solicitations.phoenix.gov/>. 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, Aviation Headquarters, 2485 East Buckeye Road, Phoenix, Arizona 85034. It is the Offeror's responsibility to check the website (or contact the Procurement Officer for copies of Solicitation documents), read the entire Solicitation, and verify all required information is submitted with their Offer.

2.6. 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.

2.7. 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 the resulting Contract(s) are awarded or Responses are rejected and the Solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar Solicitation. 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 addenda on the Procurement Website.

2.8. 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. Failure to acknowledge receipt and returning signed addenda may result in the rejection of your Offer as non-responsive.**

2.9. 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.

2.10. 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.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), 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.

2.12. Submission of Offer

Submission of Offer – Hard Copy Submission:

Offers must be in possession of Aviation on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be Aviation's clock. Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date

All offers must be completed in ink or typewritten. Unless submitted electronically, include the number of hard copies that are required as indicated in Section 9, Submittals.

For "In-Person" and "via Carrier (i.e. USPS, FedEx, UPS, etc.)" Delivery: Offers will be received at the Aviation Headquarters located at 2485 East Buckeye Road, Phoenix AZ 85034 in the lobby during normal business hours (8:00 am – 5:00 pm Local Phoenix, AZ Time). Offer should be clearly identified on the outside of the package as designated above.

The Offeror is responsible for managing potential delays. The City does not make exceptions for delays caused by the Carrier. It is the Offeror's responsibility to ensure that the Offer is timely submitted.

Submission of Offer – Electronic Submission:

Aviation is accepting electronic Offers for this Solicitation, in addition to other methods of submitting sealed offer packages (i.e. hard copies). Offerors are responsible for submitting the electronic offer on or before the Solicitation Deadline.

For "Electronic" Submittal: Offers must be submitted via email to avn.solicitations@phoenix.gov and kyle.brack@phoenix.gov. Due to file size limitations of 100 MB for electronic transmission (for sending or receiving), offers sent by email may need to be sent in parts with multiple emails. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification as to whether the Offer (including all parts if sent in multiple emails) was received on or prior to the Solicitation Deadline. The Solicitation number and title "**RFP 24-0006 Public Address System Replacement**" must be included on the subject line of the email when submitting your Offer.

Offeror may submit electronic signatures on documents that do not require notarization. Please ensure that electronically signed documents are submitted in separate PDF files. The City does not accept electronic signatures for notarized documents, including bonds, guaranties, powers of attorney or affidavits. These documents must be submitted in paper form (i.e. hard copy) with original or "wet-signatures" at time of the Solicitation Deadline.

It is the responsibility of the Offeror to ensure that the Offer is timely, including confirming that there are no technical reasons that any Offer submitted electronically may be delayed.

2.13. 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. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

Offer openings will take place on their designated date and time indicated in the Schedule of Events, through remote video and telephone conference with the link and dial-in phone number below:

Meeting Link

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m8aafba1d87b7d3b556ea8f08fc42d334>

Join by phone:

+1-415-655-0001 US Toll

Access code:

2633 378 6191

The name of each Offeror, and the price may be read and/or viewed. 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 the Offeror's name on the City's website, <https://solicitations.phoenix.gov/awards> within five business days of the offer opening. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website. Once the City has reviewed the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

2.15. Evaluation Criteria

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section V – Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

- A. Method of Approach
- B. Qualifications and Experience of Firm
- C. Qualifications and Experience of Key Personnel

D. Fee Schedule

2.16. Minimum Qualifications

Offerors must meet all minimum qualifications listed below. Should an Offeror fail to meet any of the minimum qualifications, the Offer may be disqualified as non-responsive. Individuals or entities that do not believe they meet the minimum qualifications are encouraged to partner with other individuals or entities that may help them meet the minimum qualifications.

- A. Offeror must have been in business providing Public Address System implementation projects in U.S. airports for a minimum of five (5) years within the last ten (10) years.
- B. Offeror must have successfully delivered at least three (3) Public Address System implementation or replacement projects of comparable scope within the last ten (10) years at a U.S. airport.
- C. Offeror's proposed key personnel must demonstrate experience in successfully delivering three (3) Public Address System implementation or replacement projects of similar scope within the last ten (10) years.
- D. Offeror's proposed key personnel must have at least one (1) certified Registered Communications Distribution Designer (RCDD) devoted to this project.
- E. Offeror's proposed key personnel must have a current manufacturer's certification for the same proposed manufacturer's system.
- F. Offeror's proposed key personnel must have at least one (1) Project Management Professional (PMP) devoted to this project.

2.17. Award of Contract

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.

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
- B. 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.

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

2.18. Solicitation Transparency Policy

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

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.

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.

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

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.

"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, or as long as the City cancels with a statement that the City will rebid the Solicitation.

2.19. Protest Process

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 addendum 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.

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

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.

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.

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.

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.

2.20. Public Record

All Offers submitted in response to this Solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the

Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.21. Late Offers

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

2.22. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offer 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.

2.23. Site Inspection

A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. 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.

2.24. Performance Guarantee

Not later than the Effective Date of this Contract, Contractor shall deliver to the City a performance guarantee in the amount of **15% of the aggregate contract value**. Contractor must maintain the performance guarantee for the entire Term of this Contract. The performance guarantee secures payment of all fees and any other amounts owed by Contractor to the City under this Contract and secures the performance of all of the Contractor’s obligations under this Contract. City will not pay interest to Contractor on the performance guarantee. The options to secure a performance guarantee are below.

A. Letter of Credit, Performance Bond, or Cash:

1. **Letter of Credit:** If the performance guarantee is in the form of an irrevocable standby letter of credit (LOC), the Contractor shall use **Exhibit B - Letter of Credit Form**. The LOC shall be issued by either: (1) a financial institution with counters in the Phoenix metropolitan area at which City may make draws on the LOC; or (2) a financial institution with headquarters in the United States on which City may make telefacsimile draws.

Unless City receives a written extension of the LOC in a form acceptable to City at least sixty (60) days before the end of the term of the LOC, City, without notice to Contractor, may draw upon the full amount of the LOC and retain all proceeds, including any interest, as a cash performance guarantee. Any changes to the Letter of Credit required provisions must be approved in advance by the Aviation Director.

2. **Performance Bond:** If the performance guarantee is in the form of a performance bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. The surety company must be on the United States Treasury Department Bureau of the Fiscal Service's most recent approved List of Certified Companies (<https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>). **If choosing a performance bond, Offerors must submit a letter of Statement of Bonding Ability with their Offer** from a bonding or insurance company stating that the Offeror can qualify for and procure the performance bond required in this Solicitation. For Offerors that select this method, **Offers received without the required statement of bonding ability may be deemed non-responsive.**
3. **Cash:** If the performance guarantee is in the form of cash, the Contractor shall deliver to the City a completed **Exhibit A - Cash Deposit for Performance Guarantee** no later than the Effective Date of this Contract.
 - A. **Adjustment to Performance Guarantee:** City may increase the amount of the performance guarantee from time to time so that it is equal to or greater than three (3) months of operating fees paid to the City then in effect. City may increase the amount of the performance guarantee by giving Contractor at least thirty (30) days' prior notice of the amount of the increase. The amount of the performance guarantee may be increased for any reason City deems appropriate, including (A) an increase of Contractor's financial obligations under this Contract, (B) Contractor's failure to pay any Fees, Additional Payment, or any other amount when due, or (C) Contractor's financial condition changes to the extent that City is concerned about Contractor's ability to perform under this Contract. Contractor shall pay to City the additional amount necessary to increase the performance guarantee upon notice from City.
 - B. **Duty to Restore:** The performance guarantee insures the full and timely performance by Contractor of all its obligations under this Contract and is security for payment by Contractor of all claims by City. City may draw on or make a claim against the performance guarantee if Contractor breaches or fails to perform under this Contract. If City draws on or makes a claim against the performance guarantee, then Contractor, upon demand from City, shall replenish the performance guarantee to its previous amount within thirty (30) days of City's draw or claim.
 - C. **Return:** After the expiration or earlier termination of this Contract, City will return the performance guarantee to Contractor less any Fees, Additional Payment, or any other amount due to City.

2.25. Contract Award

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

2.26. Determining Responsiveness and Responsibility

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.

Responsiveness: Non-responsive 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 non-responsive.

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 non-responsive. 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 non-responsive.

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.

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

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.

2.27. 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.

2.28. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the

overall consensus score. The overall consensus scores will determine the Offerors' rankings, and which offers are within the Competitive Range, when appropriate.

2.29. Offers Not Within the Competitive Range

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

2.30. Discussions with Offerors in the Competitive Range

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.

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).

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

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 are otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.31. Best and Final Offers (BAFO)

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.

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.

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

The City reserves the right to make an award to an Offeror whose Offer is determined to be the most advantageous to the City based upon the evaluation criteria herein, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

3. SCOPE OF WORK

3.1. Scope of Work Summary

The Contractor team shall be responsible for the design, procurement and installation, programming, testing, training, commissioning, and ongoing maintenance and support for a PAS. The PAS scope includes Terminal 3, Terminal 4, Sky Train Stations, and Rental Car Center (lobby area) located at Phoenix Sky Harbor International Airport. The goals are to replace the entire PAS with the exception of speakers, ambient microphones, and cabling in Terminal 3 and T4S1, to install a paging system in the Rental Car Center, and to integrate the paging system in the Sky Train Stations with the new PAS. Contractor shall provide all necessary equipment, including new paging stations.

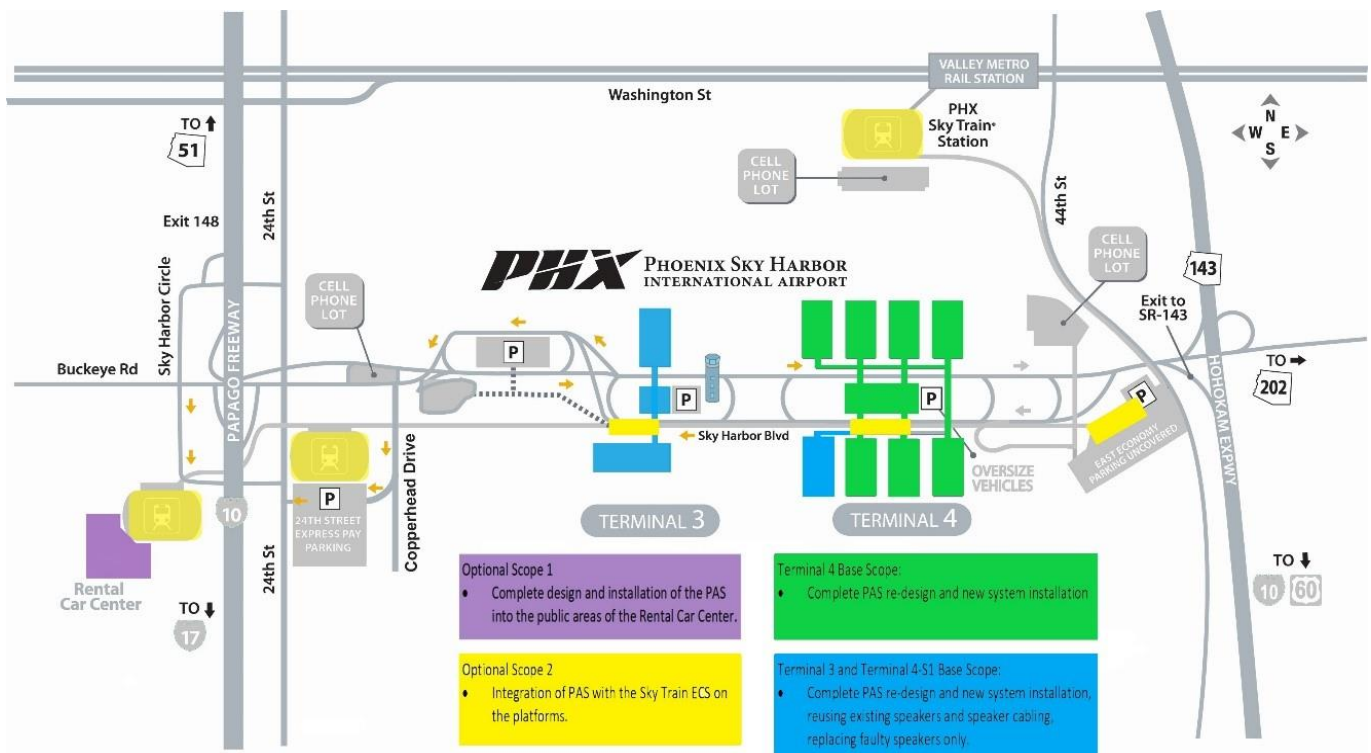


Figure 2: Scope of Work Summary

PAS speaker coverage at Terminal 3 and Terminal 4 shall be provided in all passenger areas of the terminals including but not limited to: curbsides, baggage claim areas, check-in lobby, public circulation areas, TSA security checkpoints, TSA exit lanes, sterile concourse areas including gate hold rooms, public restrooms, and connector bridges. Additionally, the Rental Car Center (RCC) and Sky Train Station platforms are also in scope. At the RCC, the scope includes designing and installing the new PAS including speakers and cabling. For Sky Train Station platforms, the scope includes integrating the new PAS with the existing Sky Train enunciation system.

PAS paging stations shall be required at check-in counters, gate counters, Baggage Service Offices (BSO), TSA supervisor stations, police kiosks, and information desks.

The new PAS system, with the exception of Terminal 3 and Terminal 4 S1 concourse, shall require new cabling.

To minimize the impact on terminal operations, this project shall proceed in a segmented manner for modernization to take place while the existing system remains in operation. It is expected that certain locations will require Contractor to work after hours and night hours to not interfere with airport operations.

3.2. Project Objectives

- A. Deploy a modern, intelligible, and accessible PAS to increase operational efficiency, overall safety, and airport experience for tenants and the traveling public.
- B. Replace all cabling, speakers, microphones, and other supporting hardware in T4.
- C. Redesign T4 with efficient paging zones to better meet the needs of our tenants and the traveling public thereby improving the overall intelligibility of the PAS.
- D. Expand the PAS to T3 and T4 curbside, RCC, and Sky Train Stations for better situational awareness.

3.3. Success Criteria

- A. New PAS creates an environment where announcements are clearly understood by passengers.
- B. All end-of-life hardware has been removed and replaced with new hardware that meets or exceeds current industry standards.
- C. Rezoning plan creates smaller zones that reduce sound bleed-over the number of zones that are currently cut off, and areas determined to not need PAS coverage thereby improving the overall intelligibility of the PAS.
- D. Overall stability and increased performance and reliability of the PAS to reduce outages and performance issues that may be disruptive to airline operations and other stakeholders. Requirements

3.4. Requirements Compliance Matrix

- A. Requirements Compliance Matrix: The detailed requirements matrix spreadsheet is included as **Attachment B – Requirements Compliance Matrix**. Offerors must submit an unlocked, unrestricted, and completed spreadsheet showing their ability to comply with each requirement. **Offerors not submitting a completed Requirements Compliance Matrix may have their Offer rejected as non-responsive.**

The Requirements Compliance Matrix is comprised of five (5) columns. A description of each column is below:

1. ID: This references a number assigned to each requirement. The first number is associated with the related function (e.g., all requirements associated with

Adjudication begin with an ID number of 1). The second number separates the requirements within a specific related function (e.g., 1.1, 1.2, and 1.3 are different requirements that deal with Adjudication).

2. Requirements: This references the description of each requirement.
3. Requirement / Optional: The matrix notes if each particular requirement is required or optional
4. Response Code: Offeror is to select whether each requirement is:
 - a. OOB (Out of Box): This means no software or code changes are required to meet requirement. The cost for out of the box functionality is included in the Offeror's proposed software cost.
 - b. SCON (Software Configuration): This notes whether any changes, but not custom developments, are required to meet each correlating requirement in the matrix spreadsheet. Offeror must specify if the cost for software configuration is not included in the Offeror's proposed software price.
 - c. AHAR (Additional Hardware): This notes whether additional hardware is required. If required, Offeror must specify which hardware is included in the base quote and must provide pricing for any additional hardware required to meet each correlating requirement in the matrix spreadsheet.
 - d. CUST (Custom Development): This notes the requirement is achievable through a change to the base code so is a custom development. If custom development is required, Offeror must include pricing for custom development to be completed in the Offeror's proposed timeline. If costs are included in Offeror's base offer, Offeror is to state that no additional costs are included.
 - e. NS (Not Supported): This means the proposed solution will not achieve this requirement.
5. Description: Notes any additional, relevant details.

3.5. Existing PAS Environment

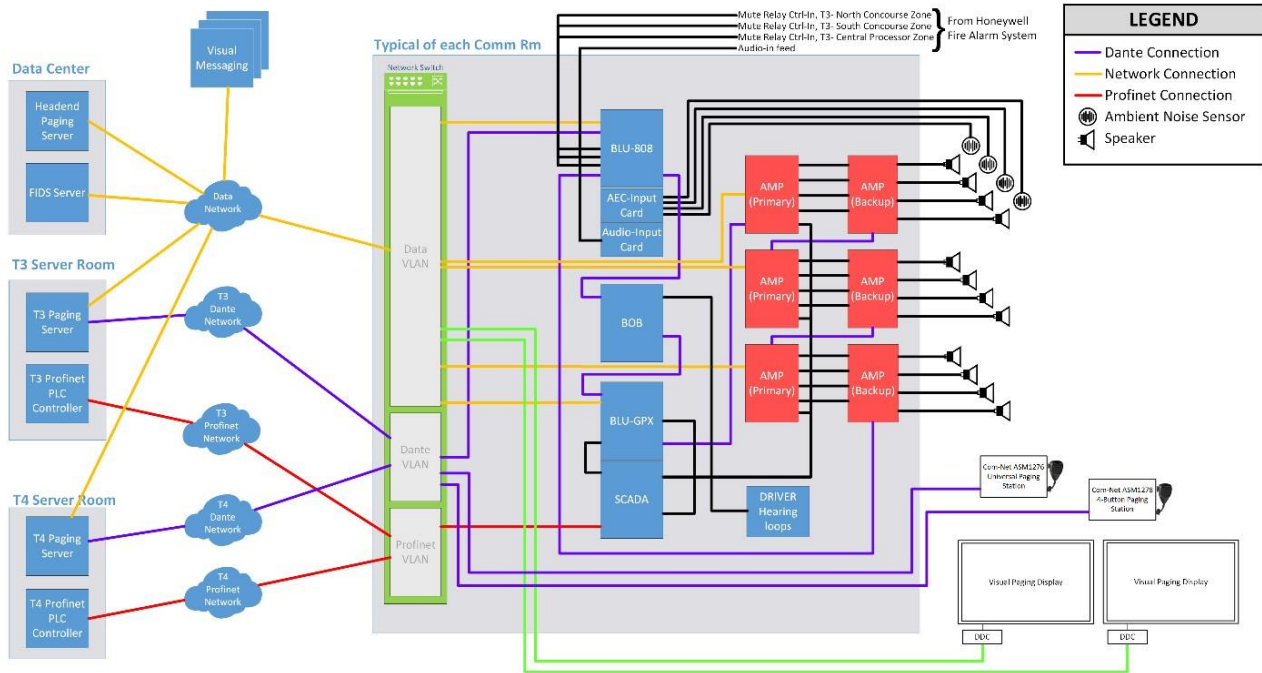


Figure 3: Existing PAS Typical Network Diagram

The existing airport-wide PAS currently consists of:

- A.
 1. IP-based core Digital Signal Processing (DSP) using a network of Brooke Siren System DSP units managing the Dante audio protocol.
 2. Analog audio feeding Crown audio power amplifiers.
 3. PAS applications residing on the main/headend paging servers as well as the local Terminal 3 and Terminal 4 paging servers. The main/headend paging server is virtual and hosted off premise. The local Terminal 3 and Terminal 4 paging servers are physical servers. One (1) main paging server with two (2) Digital to Audio Converter (DAC) servers are located at each terminal. PAS core servers and system controllers utilize Dell servers, with local storage configured in a Redundant Array of Inexpensive Disks (RAID).
 4. The current paging application is installed on all paging servers. The user interface is secured with unique usernames and passwords to manage the operation of the PAS. The user interface functionality includes but is not limited to the following:
 - a. Loading and removal of audio messages stored for scheduled playback (currently managed by Aviation).
 - b. Scheduling playback of messages (currently managed by Aviation).

- c. Assigning distribution zones for playback of all scheduled messages, including re-zoning as needed (currently managed by existing Contractor).
 - d. Maintenance of PAS software updates and upgrades (currently managed by existing Contractor).
 - e. Maintenance of software serving paging stations (currently managed by existing Contractor).
 - f. Remote access for existing Contractor to manage, troubleshoot, and resolve operational issues.
 - g. Pre-recorded messaging for airline boarding and departure announcements, as well as general “canned messaging” that can be changed and scheduled as needed.
 - h. Automatic recording, queuing, and playback of announcements made while the system is currently in use.
 - i. The ability for the Airport Operations Command Center to fully override the system during emergencies, including dynamic muting of specific zones.
- B. Paging stations are a mix of touch-screen controllers and four-button paging stations containing hand-held microphones. Microphones are Astatic model 611.
- C. Paging stations with touchscreen controllers offer functionality to queue-and-play, pre-produced messaging for airline operations (e.g. boarding sequences). These paging stations use power over ethernet (POE) injectors.
- D. Paging stations provide software-based, user-level control for the distribution and selection of desired messages. Users may select from the distribution zones as described on each paging station. An example of gate service podium paging station selections may include but not be limited to the following:
- 1. Immediate gate hold area
 - 2. Gate hold area plus passenger concourse serving the gate hold
 - 3. Passenger concourse serving the gate hold plus concourse walkways
 - 4. Terminal page
- E. The majority of the Crown amplifiers have been in continual service since they were deployed in 2015.
- F. Ambient Noise Sensors using Crown AKG PZM-11 and Crown AKG PZM-10 microphones found throughout Airport monitor the ambient noise within assigned zones. These ambient microphones are cabled to DSPs in Telecom Rooms (TRs) housing PAS equipment using single pair shielded audio cable.

G. Paging speakers throughout PHX are a combination of Lowell and JBL products which provide acceptable audio quality. A variety of speaker types are deployed in PHX including but not limited to:

1. Lay-in tile ceiling mounted speakers, recessed mounted in-wall behind perforated steel panels, flush mounted in ceiling, installed above perforated metal ceiling, pendant unit suspended from ceiling, and surface mounted or installed between ceiling baffles.
2. Paging speaker distribution zones are separated by function. Examples include but not limited to:
 - a. Check-in lobbies (T3 and T4)
 - b. Baggage claim areas (T3 and T4)
 - c. Security Screening Checkpoints (T3 and T4)
 - d. Federal Inspection Station (FIS) (T4)
 - e. Concourse circulation
 - f. Gate hold areas

P. Paging stations are found at the following locations but are not limited to:

1. All Gate Counters
2. Terminal 3 and Southwest airline podiums
3. Baggage Service Offices
4. Baggage Podiums
5. TSA Checkpoints
6. FIS and Recheck
7. Common Use Training Room

Q. Message Delivery: Messaging over the Airport PAS includes:

1. Scheduled playback of produced messaging serving Airport branding
2. TSA and other general procedural announcements
3. Live-voiced messages
4. Fire Command Center messaging: Fire code dictates that monitoring from the fire alarm panels be integrated to the existing SCADA system for Terminal 3 and T4S1. Life safety messages are analog signals that override all other PA messaging. Life safety messaging originates from the Fire Command Center serving terminal passenger circulation, baggage claim, and check-in areas.

5. On all levels of T4 including concourses (other than T4S1), the PAS is shunted and are served with life-safety annunciators and horn speakers fed from the life-safety (fire alarm) system which is not fed from the PAS.

R. Telecommunications Rooms and Facilities:

1. The Telecommunications Rooms (TR) throughout PHX have been deployed to follow Telecommunications Industry Association 568 and 569 standards for service area with horizontal cabling distances for Category 6 permanent link cabling less than 295 feet (90 meters) from TR to work area outlet.

S. Non-Public Operations Areas:

1. The exterior apron, ramp, and baggage handling area, including out-bound baggage make-up carousels and in-bound baggage unloading, are served with life-safety annunciators and horn speakers fed from the life-safety (fire alarm) system which is not fed from the PAS. Back-office operations areas including airline and Airport operations are currently not served with paging system speakers.

T. Airport Data Network:

1. The Airport's Local Area Network is a Cisco carrier-grade MPLS (LAN). Most access switches support Power over Ethernet (PoE) protocols: 802.11af 15.4W (PoE), 802.11at 30W (PoE+), 802.11bt type 3 60W (UPoE), and some support 802.11bt type 4 90W (UPOE+). While many processors and servers are in Telecom Rooms (TRs) today, Aviation's Information Technology (IT) operations are engaged in an active configuration effort to better meet industry standards. This effort includes relocating as much core processing and servers to the Data Centers as possible and utilizing the TRs to manage edge connectivity.
2. In 2024, PHX will be undergoing a major upgrade from a Multi-Protocol Label Switched (MPLS) Network to a Cisco Software Defined Network (SDN) architecture. On campus, this will feature Cisco SD-Access. In the data center, it will leverage Cisco Application Centric Infrastructure (ACI) running spine-and-leaf configuration. The new SDN LAN will reside on an all single-mode optical fiber backbone featuring minimum 10 gigabit-per-second (10Gbps) backbone bandwidth, with some uplinks capable of 40Gbps and 100Gbps. The new SDN network will consist exclusively of Layer 3 routing between all access and distribution layer switches. The new PAS is expected to utilize the new PHX network.

U. Confidential Drawings

1. Aviation possesses several important confidential drawings including floor plans, speaker counts and locations, and integration plans for T3, T4, Sky Train Stations, and the RCC. These drawings are important for this project and it is mandatory for the Offeror to review them prior to submitting an Offer. Due to the sensitive and confidential nature of these drawings, Offeror must submit a signed **Attachment D – Sensitive Security**

Information Acknowledgement Form before they can receive the confidential drawings, both of which must occur prior to the Offer Due Date. **Offerors not submitting a completed Sensitive Security Information Acknowledgement Form and receiving confidential drawings prior to the Offer Due Date may have their Offer rejected as non-responsive.**

V. Security and Privacy Maturity Questionnaire

1. Offeror must complete and submit **Attachment C - Security and Privacy Maturity Questionnaire** with their Offer. This is for internal purposes only for use by the City's Information Technology Services Department and will not be a part of the evaluation process. **Offerors not submitting a completed Security and Privacy Maturity Questionnaire may have their Offer rejected as non-responsive.**

3.6. Current Integrations

System	Methods of Existing Connections			Function
	T3	T4	T4S1	
Fire Alarm System	NA	Physical	NA	Shunt PAS during fire alarm messages
Fire Alarm System	Direct	NA	Direct	Override PAS and give priority to the Fire Alarm Control Panel (FACP) audio
Baggage Input Console (BIC)	Direct	Direct	Direct	Receive flight information to automate Baggage Claim announcements based on which carousel a flight is assigned to.
FIDS System	Direct	Direct	Direct	Provide a text message for Visual Paging to accompany an audible message. PAS must convey information through our existing FIDS, EMS, and Hearing Loop Systems.
Emergency Messaging System	API	API	API	Emergency Visual Paging can be done through a web application at paging.skyharbor.aero , which uses APIs to communicate with both FIDS and PAS. Alerts are shown on the bottom of the FIDS screen with red text over yellow background, and emergency messages take over the whole screen with yellow text on a black background.
Hearing Loop System	Physical	NA	Physical	Announcements played in hold rooms at Terminal 3 and T4S1 are transmitted through hearing loops in the floor and received by hearing aids.

A. The parties currently using the PAS are:

1. Public Safety and Security – users of PAS
2. Airlines – primary users of PAS
3. TSA – users of PAS
4. CBP – users of PAS in FIS areas
5. Common Use Support Vendor – provider of and responsible for coordination of Electronic Visual Information Display integration

B. The parties currently supporting the PAS are:

1. Airport IT – responsible for Tier 1 PAS support and LAN support
2. Current PAS vendor – responsible for maintaining current PAS application as Tier 2 and 3 support.

3.7. SCOPE OF PROJECT

A. SYSTEM REQUIREMENTS

1. HEADEND

- a. System headend(s) shall manage the entire PAS ecosystem.
- b. System headend and components shall use but not be limited to one or multiple of the following protocols: Audinate Dante, QSC QLAN, Audio Engineering Society (AES 67).
- c. System Headend shall allow any authorized microphone to page any single zone, group of zones and all zones at once, across the entire system.
- d. The headend shall have the ability to support the functions and management of the system for this project and future expansion to include but not limited to gates, concourses, curbs, and new or existing facilities.
- e. The headend shall reside on the City network and must be virtualized to the greatest extent possible utilizing VMWare and reside within the airport datacenter environment.
- f. All servers shall be Windows Server 2022 R2, no more than (n-1), with all currently available security patches and updates. Virtualized servers do not need license provisioning.
- g. Physical Server Requirements:
 - i. Manufacturer shall be Dell.
 - ii. Intel 2nd Generation Xeon Gold Processor appropriately sized for the application or newer.
 - iii. Minimum of 32GB of RAM, DDR4-2933.

- iv. Minimum of three NVMe SSD hard drives, with 1TB of raw space each, configured in a RAID5.
- v. Hardware RAID controller with minimum of 2GB of NV cache
- vi. Minimum of two Network Interface Card copper ports with minimum speed of 10Gbps.
- vii. Server chassis must be rack mountable in two and four post telecom racks, and or server cabinets.
- viii. Remote management card, such as Integrated Dell Remote Access Controller (iDRAC), must be included and allow for remote power management, remote console, remote virtual media, using secure authentication.
- ix. Operating system licensing will need to be provided.
- x. Server must be provisioned with a minimum of four drives:
 - I. C: drive used exclusively for operating system installation, minimum size of four 150GB.
 - II. D: drive used for all other software install and general file storage.
 - III. E: drive for database servers to store database.
 - IV. F: drive for database servers to store transaction logs.
- h. Database Software:
 - i. SQL server 2022, no more than (n-1), with all currently available security patches and updates.
 - ii. If database server must reside on physical server, licensing needs to be provided. If database server can be virtualized and reside within the airport datacenter environment, licensing does not need to be provided.
- i. System shall support multiple user profiles/level with unique permissions using Role Based Access Control (RBAC) through active directory.
- j. Headend shall support Cisco VOIP protocols for limited paging use.
- k. Headend controllers shall provide automatic redundancy for the operation of the system. System shall be available in the event of a system controller or main components failure by automatically switching to a redundant unit with the proper settings and configurations already in place.
- l. System shall be capable of handling over 20 priority levels for announcements, events, and pages.
- m. System Servers (application and database) shall be fault tolerant and fault resistant. Servers should have hot swappable redundant power supplies where applicable or available.
- n. System components shall have redundant ethernet port where applicable.

- o. The system shall have the ability to access the backup of all content and configurations for system recovery through the network.
- p. For all portions of the system that service T3 and T4S1, these portions of the system shall have uninterruptible power supplies (UPS) sufficient to run on UPS power to play audio from amplifiers for the Emergency Communication System (ECS) areas until the generator power fails over and comes online. Additional UPSs may be required to protect sensitive electronics. Whole room UPS covered spaces where PAS equipment resides would not require UPS. UPS shall be network enabled for health monitoring purposes.
- q. The system shall be compatible with Veeam products for backup and restore.

2. VOIP INTERFACE

- a. System shall be capable of interfacing to VOIP telephone system for convenience paging.
- b. System shall support SIP and PBX trunking as well as standard 3rd party FXO gateways that utilize VoIP codec standards.
- c. Amplifiers shall be loaded to 80% capacity maximum, per channel.
- d. Amplifiers shall be standardized around select models and channel capacity for ease of maintenance and service.
- e. Amplifiers shall be multichannel 70-volt rack mountable units.
- f. Amplifiers shall have a seamless smart backup amplifier schema at a ratio of 4:1.
- g. Amplifiers shall have both analog and network/digital audio inputs matching the manufacturers system requirements.
- h. Amplifiers shall have report impedance measurements and ground faults of the speaker circuits.
- i. Amplifiers or software shall report End of line status on the speaker circuits.

3. PAGING STATIONS

- a. Paging stations shall be IP-based and shall be a combination of full-function and 4-button stations.
- b. Paging stations shall have limiter compressor to provide consistent audio from the microphone. Microphones shall be a condenser type and not a dynamic type of microphone.
- c. For overlapping page requests of the same priority into a zone, the system shall record a message and schedule it to be played immediately following the current message.
- d. Paging stations shall allow users to log into the system based on their roles to access their airline or entities profiles of zones, features, and messages.

- e. Paging stations shall support zone and zone group selection.
- f. Paging station shall operate two gates from one check in counter for automatic loading and announcements.
- g. Paging stations shall be capable of providing:
 - i. Live Paging
 - ii. Recorded Paging
 - iii. Automated Boarding Sequence Messaging (Full Function Paging Station)
- h. To eliminate the need for POE injectors, the paging stations need to be able to negotiate appropriate power levels with the switch via IEEE 802.3 af/at standards, Link Layer Discovery Protocol (LLDP), or Cisco Discover Protocol (CDP).
- i. Station shall include a secondary IEEE 803.af ethernet port for redundant network and power capability.
- j. Stations shall have desktop, surface, and flush mounting options available.
- k. Stations shall provide internal fault status through the network connection.
- l. Stations shall use a handheld microphone with a metal magnet landing area for ease of positioning the microphone between uses.
- m. Four-button paging stations shall have indicators for power, busy and ready states, as well as an audible signal device to alert the operator to the status of the Paging Station while in operation.
- n. Paging stations shall be capable of cancelling an announcement.

4. ANCILLARY DEVICES

- a. System shall have analog input and output devices for accepting analog audio.
- b. System shall have I/O devices for accepting or generating contact closures and I/O triggers for interfacing to other systems.

5. SPEAKERS

- a. Speakers should not be placed directly overhead of the following locations:
 - i. TSA Podiums
 - ii. Police Podiums
 - iii. Information Desk
 - iv. Gate Counters
 - v. Gate Podiums
 - vi. Check-in Counters
 - vii. Compassion Corner and Sensory Room

- b. The system shall be capable of operating consistently at 15 decibels (dB) above ambient sound levels or 95dBA peak on axis to the loudspeaker. Final levels shall be set in each zone and tested with the Ambient Noise system activated.
- c. Speech Transmission Index of 0.50 is required as the basis of design. The intent is to meet this basic intelligibility level in the typical public areas and traffic areas of the airport, understanding that there are small areas that will not pass the requirement. Speaker density and layout as well as use of line arrays and other speaker patterns shall be required during the design. The system shall be comprised of professional grade audio equipment supported by rugged, affordable, and innovative hardware that is intended for use 24 hours a day, 7 days per week.
- e. Design is not limited to a certain speaker brand or type but a consistent approach of products for maintenance and service is required.

6. AMBIENT MICROPHONES

- a. The system shall provide ambient microphones to automatically adjust the level in the speaker zones.
- b. The system shall allow multiple audio adjustments as well as automatic operation of the Ambient Noise Sensor circuitry.
- c. The speaker zone may consist of more than one amplifier circuit so the ambient noise system shall be capable of controlling multiple circuits.
- d. The system shall allow at least 2 ambient noise sensors to control one zone.
- e. The system shall provide the ability to report the noise levels of each zone at pre-determined times of day.
- f. The system shall provide the ability to schedule the times of day that the system shall record the noise levels of each zone.
- g. The system shall provide the ability to report the noise levels upon request of authorized users at any time of day.
- h. The system shall use the Ambient Noise Sensors to determine the noise levels of each zone.
- i. The system shall be capable of storing the noise levels captured for future or further analysis by authorized users.
- j. The system shall be capable of showing the peaks and low points of the noise levels throughout each day, per zone.

7. ANNOUNCEMENT ZONES

- a. The system shall be able to configure any amplifier circuit or line level / network fed loudspeaker into a zone or part of a zone group.
- b. The system shall have the ability to mute zones during press or other special events while still allowing emergency level announcements or messages to override this function.

- c. The system shall provide the ability for multiple announcement zones to be active at the same time in each terminal with different announcements.

8. PAGING AND VISUAL MESSAGING

- a. System shall provide a turnkey method and hardware to support this function. The paging stations shall seamlessly integrate with this solution.
- b. System shall provide software to manage and log passenger paging requests. System shall allow live page audio as well as text to speech paging with text to be displayed into the public areas as required.
- c. The system shall provide a graphical user interface (GUI) for aviation personnel to submit text to speech pages. The integral time between pages and play counts shall be adjustable with a default of 3 times, 3 minutes apart.
- d. Announcement GUI shall provide simplified operations for Command Center staff to select and play out messages and live pages.
- f. The system shall provide an API to generate visual messages to selected information displays to accompany an audible message simultaneously as a means to provide a reasonable accommodation for hearing impaired.
- g. The Announcement GUI shall allow selection of areas and zones graphically as well as messages as required.
- h. All functions shall operate from a single software application including whether the page is audio only, audio and visual, or multiple standard languages.
- i. Requests shall be vetted through Aviation before being played in the system.
- j. System shall support multiple user profiles/level with unique permissions using Role Based Access Control through active directory.

9. MESSAGING TYPES

- a. System shall provide for the following message types:
 - i. Scheduled messages
 - ii. Data driven messages that fill in the blank of the message automatically for flight announcements
 - iii. Messages in the English and Spanish languages
 - iv. Visual text of the messages for use in with the existing Flight Information Display system
 - v. Visual paging
- b. If speech-to-text functionality can be provided, the Contractor shall provide as an optional item on **Attachment A – Fee Schedule**. This option would allow recorded audio files to be translated into words that would be searchable.

- c. The system shall support audio files as scheduled messages. The system shall be capable of importing audio files into the system for mayoral messages or special events as required.
- d. The system shall support data driven sequences like bags coming up on baggage claim carousel.
- e. The system shall have automated pre-boarding and boarding airline message library to streamline boarding processes.
- f. The system shall have text-to-speech software. This shall support the Command Center text-to-audio for integration with visual paging.
- g. The system shall queue live announcements for competing microphone stations in conjunction with the messages being played in the zone according to priority levels.

10. INTEGRATIONS

- a. The Contractor shall provide a manufacturer's list of the common APIs that their system is compatible with in the airport vertical market.
- b. The system shall be integrated with the fire alarm system to have the capability of shunting or muting during a fire alarm event.
- c. The system shall be capable of overriding existing messages and giving priority to the FACP audio in newer areas of Terminal 3 and Terminal 4.
- d. The system shall provide an API for integration to the Flight Information Display Systems (FIDS) for visual paging.
- e. The system shall integrate with Baggage Input Consoles for paging in baggage claim.
- f. The system shall provide emergency messaging.
- g. The system shall integrate with the FACP in T3 and T4S1.
- i. The system shall integrate with the existing T3 and T4S1 components to provide SCADA Monitoring.
- j. The Contractor shall provide an integration of the PAS into the Sky Train ECS at the station platforms. Specifications for existing Sky Train ECS are outlined in the Confidential Drawings. See Paragraph Z. Confidential Drawings, on pg. 26 herein for further instructions.
- k. The system shall integrate with the existing Hearing Loop System within the gate hold areas in T3 and T4S1.

I. The system shall integrate with the following named systems:

System	T3	T4	T4S1
Fire Alarm System	Honeywell Notifier XLS3000 Verifier 5.3	Honeywell EST XLS1000 SDU 5.41	Honeywell Notifier XLS3000 Verifier 5.3 etc.
FIDS System	SITA Airport Vision 7.10	SITA Airport Vision. 7.10	SITA Airport Vision 7.10
Emergency Messaging System	In-house application	In-house application	In-house application
Hearing Loop System	Contacta HDL9 Loop Driver	Contacta HDL9 Loop Driver	Contacta HDL9 Loop Driver
Baggage Input Console (BIC)	SITA Tugman 3.1	SITA Tugman 3.1	SITA Tugman 3.1

11. PERFORMANCE REQUIREMENTS:

- a. System Availability (uptime) shall be measured monthly over a rolling 12-month period.
- b. Redundant hardware components are required to prevent outages related to hardware component failures. These must include dual socket/dual CPU and dual power supplies.
- c. Offeror shall propose method to provide for high availability, fault tolerance, and/or failover to ensure system availability in the event of a significant server hardware failure. Microsoft Clustering is not an approved method of achieving this requirement.

12. MONITORING AND TESTING SYSTEM:

- a. System shall have fault monitoring, reporting, alerts, and logging.
- b. System shall be capable of providing logging for a minimum of 90 days, dependent on storage requirements of database server where log files reside. Logging should solely be based on storage of log files not limited by the application.

- c. System shall provide end to end testing of all signals and equipment health status including end of line status and ground faults. This information shall be presented on a GUI dashboard for Aviation staff to monitor.
- d. System shall generate an automatic fault report in real time as the system monitors and automatically tests itself to the greatest extent possible.
- e. System shall have announcement logging providing the following types of information for messages:
 - i. Message ID
 - ii. Scheduled Time
 - iii. Actual Time Played
 - iv. Duration
 - v. Priority
 - vi. Zone
 - vii. Repeat Interval
 - viii. Repeat Count
 - ix. Text (for Text to Speech (TTS) and pre-recorded messages)
 - x. Path (filename of saved output WAV file)
- f. System shall have announcement logging providing the following types of information for microphone usage:
 - i. Live ID
 - ii. Start Time
 - iii. Duration
 - iv. Paging Stations
 - v. Microphone
 - vi. Priority
 - vii. Zone
 - viii. Logged in User
 - ix. Is Record Only
 - x. Status
 - xi. Path (filename of saved output WAV file)
- g. The PAS shall monitor all associated endpoint devices, report system events, and log faults to be reported via SNMP, email, and SMS via email notifications.

- h. Forensic level reporting for diagnostics reviews of what is being announced when, from where, and by whom when an anomaly has occurred.
- i. System shall have device discovery and logical architecture of the system layout.

B. RENTAL CAR CENTER PAGING

1. Contractor shall provide a design to extend the PAS into public areas of the RCC.
2. Contractor shall provide costs for the RCC design efforts on the designated tab within **Attachment A – Fee Schedule**.

C. PRE-DESIGN AND REQUIREMENTS VALIDATION

1. Contractor shall identify and document speaker zones through field verification and interviewing local stakeholders and users in the area in T4. Contractor can play or announce audio through the speaker zone and document the boundaries of each zone's coverage.
2. At conclusion of this effort, the Contractor shall provide a Zone Validation Report with drawings outlining the current coverage and note any deficiencies, bleed overs, loudspeakers not functioning, poor audio or areas without coverage in public spaces. The Zone Validation Report shall also provide a recommended overall rezoning plan, which will provide the basis of final zone layouts to be coordinated with Aviation.
3. Verify T3 speaker functionality. Contractor shall identify any defective speakers (e.g. blown speakers) through field verification and observations. Provide a report on the existing speakers, identifying any speakers that need to be replaced in T3.

D. DESIGN SERVICES

1. Upon the notice-to-proceed from Aviation, the Contractor shall begin the design phase.
2. The Contractor shall provide a design for a new PAS that meets or exceeds the required features, functions, characteristics, qualities, and properties within this scope of work.
3. Aviation shall have a minimum of a 10-business day turnaround on each design review submitted by Contractor.
4. Contractor shall provide complete design of the new PAS including but not limited to acoustical design, PAS logical system design, PAS system design at industry standard 30 / 60 / 90% design review phases for review by the ADR. All design documents are subject to prior approval of Aviation prior to being considered final.
5. Drawing package shall be developed in accordance with industry standards and specifications provided by Aviation. See **Exhibit C – Design and Construction Guidelines**.
6. 30-60-90-100 Drawings: The Contractor shall develop and submit 30-60-90-100 Drawings for comment and resolution. **Exhibit D – Drawing Package Requirements Matrix** provides direction for the expected content of the drawing packages.
7. Sector-by-Sector Plans: The Contractor shall define locations for speakers, ambient microphone, and end of line device placement notating each zone, labeling each

- device, and differentiating between speaker types. Tap values are to be included in this plan.
8. Physical Cabinet Layout Drawings: The Contractor shall note where existing cabinets are being used versus where new cabinets are being added.
 9. Functional Specifications: The Contractor shall develop the functional specifications including, but not limited to:
 - a. Space and power plans for parallel systems and the final configuration in the technology rooms,
 - b. Amplifier and channel counts,
 - c. Redundancy requirements for seamless failover and 4:1 channel redundancy,
 - d. Uninterruptable Power Supply (UPS) requirements
 - e. System capabilities such as live paging, recorded paging, boarding sequences, data driven sequences such as carousel announcements, queuing management, visual paging, and other integrations.
 10. The design intent is that the system shall meet a minimum of 0.5 Speech Transmission Index (STI) in 85% of the areas. These ratings should easily be exceeded with a proper speaker design but not taken to extremes. An example would be that we do not need a speaker directly over the gate counter microphone to meet the 0.5 as it would just potentially cause feedback problems. This is why there is an 80/20% split, to allow for gate counter locations, jetway podium locations etc.
 11. The STI ratings in the ECS areas are documented as already meeting the 0.5 STI and this shall be maintained as the minimum acceptable requirement.
 12. Provide STI rating and Sound Pressure Levels (SPL), as required, to document that the STI requirements are achieved. The Designer shall provide Ease Models for 10 typical areas/speaker zones to predict the results of the speaker design for STI and SPL. These areas shall include zones constructed early in the project so the team can field measure the STI and SPL results in the field and verify the design.
 13. EASE Speaker Modeling services shall be provided for larger or challenging acoustic areas to design and resolve large open areas, up to a maximum of 6 areas, as agreed upon in advance by Contractor and the ADR.
 14. Design interfaces shall accommodate all known interface integrations and those that result from decision-making processes, as shown in paragraph 10 of this section.
 15. Architectural services shall be provided to support any elements that may need aesthetic integration into the project. Aviation requires a clean look and feel for the system endpoints to fully assimilate with its existing architectural environment in both terminals.
 16. Provide permitting and structural engineering services, as required.

17. Design Narrative: The Contractor shall develop and submit a design narrative, inclusive of a matrix of functional requirements of the desired PAS which shall become the requirement of the Installation Phase. The design narrative shall cover the system concepts, features, and parameters as well as the overall approach to the project. Provide an initial design narrative before the 30% design and continue to provide an updated design narrative at every deliverable throughout the project including any permit drawing deliverables.
18. 60-90-100 Phasing Plan Narrative: Starting at 60% and all subsequent phases, the Contractor shall develop Phasing Plan Narratives for comment and resolution. The Phasing Plan Narrative is intended to provide more detail and description, in narrative form, of the tasks, phases, and any other related items documented in the Project Phasing Plan. The Narrative shall include dual system plan, commissioning and decommissioning of systems new and old respectively, areas and hours of work, rolling staff training activities, temporary system phasing, backup plan if neither system is working in a installation area, ECS area special phasing procedures, interface phasing and critical path coordination requirements.
19. 60-90-100 Project Schedule: Starting at 60% and all subsequent phases, the Contractor shall develop and submit an Installation Schedule with Zone-by-Zone milestones for in-depth elements of the project for comment and resolution.
20. Project Phasing Plan: Starting at 60% and all subsequent phases, the Contractor shall develop and submit a phasing plan for comment and resolution. The phasing plan shall be updated at each design submittal level to include the following:
 - a. Phasing plan that describes how and when different sections of the new PAS will be brought online and live.
 - b. Maintaining complete functionality of existing PAS during installation.
 - c. Installation, programming, testing, and acceptance of new PAS in each phase of the plan. Phasing plan shall consider TR rooms may feed multiple zones on different levels of the facility.
 - d. Plans for cut-over to new PAS (daily PHX operations shall require cut-over during off-peak hours when flights are not operational, or other times as determined by Aviation)
21. Space Planning Validation Report: The Contractor shall perform a validation exercise of the TRs to determine the deficiencies and challenges with deploying the new PAS while the existing system remains in operation. The Contractor shall develop and submit a report focused on the issues and challenges with space in the TRs and how those issues and challenges are planned to be addressed in the implementation.
22. Paging Device Matrix: The Contractor shall develop and submit a Paging Device Matrix which shall include locations, names, IP addresses, types, and templates as part of the design deliverables.

23. Bill of Materials / Schedule of Values: The Contractor shall develop and submit an itemized Bill of Materials or Schedule of Values with part numbers, quantities, unit material costs, unit labor costs and EOL dates, as applicable.
 - a. Product Cut Sheets: The Contractor shall submit Product Cut Sheets.
 - b. 90% Permit Shop Drawing Submittals: The Contractor shall submit 90% Permit documents for review.
 - c. 100% Shop Drawing Submittals: The Contractor shall develop and submit 100% Shop Drawing documents for review.
 - d. As-Built Documents: The Contractor shall develop and submit As-Built Documents showing any deviations or additional details not shown in the installation set of drawings.
 - e. Stamped Structural Drawings: The Contractor shall provide stamped structural drawings for all design elements, where applicable.
 - f. Demolition Plan: The Contractor shall provide a Demolition Plan of old cable, speakers, abandoned conduit, and old headend cabinets.
 - g. The Contractor shall design and provide a complete test environment for the purpose of testing integrations, functionality, updates, and patches.
 - h. The test environment will be connected to the live environment, but will be separate from the public, so as to not negatively impact operations.
 - i. All of the system's functions shall be accessible within the test environment.

E. PROJECT EXECUTION AND IMPLEMENTATION REQUIREMENTS

1. Project Management Services:

- a. Contractor shall provide a project management program and a qualified project manager, as the single point of contact, for the duration of the project with the capability to be on-site as required. Contractor shall be ultimately responsible for all aspects of the project including work performed directly by its personnel, as well as by its subcontractors.
- b. Contractor shall maintain all project records in electronic format using project management database as agreed upon by City.
- c. Contractor shall be responsible for all coordination with the City and their representatives as well as other stakeholders through-out the project. The phasing requirements, concurrent system rollout and active airport conditions require extra coordination for this project.
- d. Contractor shall conduct a project kickoff meeting within three weeks after Contract execution. Contractor shall present a draft project plan, baseline project schedule, communications plan, problem escalation procedures, and key project staff.

- e. Contractor shall conduct regular status review meetings as desired and agreed upon by the City, regarding frequency, to report on scope, schedule, resources, quality, and risk mitigation.
 - f. Throughout the project duration, Contractor shall provide written weekly status reports to the ADR.
 - g. Contractor shall abide by the Aviation's standards as listed in **Exhibit C – Design and Construction Guidelines**. Compliance with these standards shall include providing timely information to Aviation's team for submittal to PHX Change Advisory Board (CAB) for approval on any work that involves production systems. CAB meetings are once per week on Monday afternoons. All change requests shall be submitted no later than one (1) business week prior to the day work is to be performed.
 - h. All project documentation shall be supplied in electronic format (Word, Excel, PDF, or RVT as applicable). At a minimum, the documentation listed below in Section 3.7, K Project Deliverables shall be developed and submitted for approval by the Contractor to the ADR, as noted per the project execution phases and schedule.
 - i. Contractor shall maintain key personnel through the life of the project. Any changes to key personnel on this project must be approved by Aviation in advance.
2. Project Management Plan:
- a. Contractor shall develop and provide a Project Management Plan as a formal, approved document that defines how the project is executed, monitored, controlled, and closed.
 - b. The Contractor shall develop and submit the Project Management Plan for review and approval by the City within a maximum of three weeks after Notice to Proceed. The Project Management Plan shall include the following:
 - i. Key project personnel with roles and responsibilities
 - ii. Scope of Work as included in the contract
 - iii. WBS at the task level
 - iv. Task descriptions of each discrete activity
 - v. Baseline project schedule in Gantt format showing dependencies and critical path
 - vi. Key milestones and dependencies
 - vii. Description of project controls to be used for cost, resource, and schedule management
 - viii. Stakeholder register with contact information
 - ix. Communications plan for maintaining an excellent dialog with PHX organizations.

- x. Quality management plan
 - xi. Risk management plan including risk register and risk mitigation approach
 - xii. De-installation and recycling of existing PAS equipment including DSPs, amplifiers, paging microphone stations, and abandoned audio cabling.
 - xiii. Plan shall comply with PHX and City e-waste policies and procedures.
- c. The Project Schedule shall include a minimum of the following phases of the project:

Steps	Design Phase
1.	Installation Phase
2.	Component Level Testing
3.	System Level Testing
4.	Integration Testing
5.	Test Environment
6.	Training
7.	EQ and Balancing
8.	System Ready Testing
9.	User Acceptance Testing
10.	Rollout Production Go-Live
11.	Demolition
12.	Endurance Testing
13.	Final System Acceptance
14.	Warranty
15.	Maintenance and Technical Support

3. Procurement:

- a. Contractor shall be responsible for providing all system, sub-system, equipment, parts, cables, materials, supplies, and any other ancillary items needed to deliver a fully functioning system to meet the requirements of this scope of work.
- b. Contractor shall manage all resource and supply chain issues as to not delay the timeline of the project.

4. Installation Services:

- a. Contractor shall provide full installation services using industry standards and means and methods, carried out by qualified personnel including but not limited to all cabling, speakers, PAS equipment and other associated equipment necessary to deliver a fully functional PAS, based on the requirements contained herein.

- b. The Contractor shall be responsible for removal and disposal of all old equipment and cabling. This includes necessary documentation as required by City.
 - c. Contractor is responsible for replacing ceiling tiles where old speakers were installed if the tile cannot be reused for new speakers.
 - d. Contractor shall utilize the Pardon Our Dust Program as required by the City in accordance with **Exhibit F – Pardon Our Dust Program Minimum Notice Requirements**. Further program information and details on submitting impairment notices can be found at <https://www.pardonourdust.com/index.html>.
 - e. Contractor shall provide a team to deal with cutover problems or unexpected system outages that can occur at unusual hours or unexpectedly. This shall be coordinated with the ADR.
 - f. During the installation phase of the project, the Contractor shall provide services for installation, training, testing, inspection, adjustment, correction, and certification of facilities and systems to ensure that the system and project performs as specified. The installation phase ends with final acceptance of the system and project.
5. Equalization, System Balancing, and Calibration
- a. Contractor shall provide initial settings to the system before the System Ready Testing by performing the following activities:
 - i. Verify speakers' polarity is correct with polarity checker.
 - ii. Set base Sound Pressure Level.
 - iii. Equalize system using pink noise generator and spectrum analyzer.
 - iv. Make adjustments to parametric equalizers as required.
 - v. Play live and recorded announcements to verify equalization. Adjust as necessary.
 - vi. Verify that ambient noise sensor is working and calibrate the sensor.
 - vii. Verify sensor is operating smoothly and correctly by testing with noise source. Sensor shall adjust the system no more than 6 – 10dB depending on the acoustic properties and operation of the area.
 - b. The intent is that the system shall operate with minimal final adjustments required as each area is completed for the System Ready Testing.
 - c. Results of Final Equalization and Balance: The Contractor shall submit results of the equalization and balancing commission testing.

F. TRAINING REQUIREMENTS:

- 1. Before the users of the system can perform User Acceptance Testing (UAT), training must be provided.

2. Training shall involve the training of both user training and maintenance training.
3. Contractor is responsible for training personnel, as identified by the ADR, in all aspects of the PAS.
4. At minimum, training shall be provided for the following personnel groups:
 - a. Airport IT – Tier 1 PAS support and LAN support (multiple shifts)
 - b. Public Safety and Security – user of PAS (multiple shifts)
 - c. Airlines – primary users of PAS (multiple shifts)
 - d. TSA – users of PAS
 - e. CBP – users of PAS in Federal Inspection Station areas
 - f. Common Use Support Vendor – provider of and entity responsible for coordination of Electronic Visual Information Display integration
5. The Contractor shall describe its approach to training, detailing the quantity of proposed training sessions, to cover the above-mentioned users and supporters of the new PAS. This approach shall be reflected in the pricing provided in **Attachment A – Fee Schedule**.
6. Training shall consist of in-person classroom and field training on-site at Aviation facilities.
7. During cutover activities, end users shall be trained as the system changes are rolled out. Training materials and leave-behind directions for on-site training shall be developed and provided.
8. The Contractor shall be responsible to train aviation and airline staff on three different shifts for the new PAS. The Contractor shall provide identical sessions of both technical and end user training on different days to accommodate different shifts and availability of aviation and airline staff.
9. If factory training is available, the Contractor shall include it for the City technicians. Dates and personnel shall be coordinated with the ADR.
10. The Contractor shall provide training materials for all sessions to be made available in both printed and electronic formats.
11. The Contractor shall develop and provide a documented Training Plan for acceptance by the ADR.
12. The Training Plan must describe the methods, techniques, course outlines, materials, syllabus, and course descriptions.
13. The plan shall maximize flexibility of the training schedule to accommodate the differing availability of staff within each category.
14. The Contractor must provide all training manuals, training aids (e.g., cheat sheets), flow diagrams, drawings, and user guides.

15. Training documentation shall be in English and submitted electronically to the ADR.
16. The training plan and delivered training should include, at a minimum, the following courses and functions for user training.
 - a. Use of paging stations
 - b. Paging protocols/procedures
 - c. Best practices for paging
 - d. General function of the PAS
 - e. Command Center user training
 - f. Text to speech interface
 - g. Recording paging messages
17. The training plan and delivered training should include, at a minimum, the following courses and functions for maintenance training.
 - a. Basic troubleshooting
 - b. System configuration
 - c. Major support components
 - d. Component testing
 - e. Component replacement
 - f. Common issues and troubleshooting
18. Transmittal of all Operations and Maintenance Manuals: The Contractor shall develop and submit Operations and Maintenance Manuals for training purposes, as well as for the support and maintenance of the system.
19. At the completion of all training, the Contractor shall submit to the ADR the signed attendance records from all of the training delivered.
20. Ongoing training on PAS and subsystems to be provided during the maintenance period at the request of the ADR.

G. TESTING, COMMISSIONING, AND ACCEPTANCE REQUIREMENTS

1. Testing and Commissioning Plan:
 - a. The Contractor shall develop and submit a Testing and Commissioning Plan at the 60% design level submittal, to include system, functional, and performance requirements for each of the following:
 - i. Component level testing
 - ii. Component level testing
 - iii. System level testing

- iv. Integration level testing
 - v. Equalization
 - vi. System balancing and calibration
 - vii. System ready testing
 - viii. User acceptance testing
 - ix. Endurance testing
 - x. Final acceptance
- b. The Contractor shall update and submit the Testing and Commissioning Plan at the 90% and 100% design level submittals, addressing and incorporating all the of Aviation's comments provided in the 60% review.
 - c. Testing and Commissioning Plan shall document the Contractor's approach to the testing and commissioning of the system. It will provide, at minimum, outlines, and summaries for each.
 - d. Testing and Commissioning Plan shall document, at minimum, the following criteria:
 - i. How testing will be performed
 - ii. When testing will be performed
 - iii. Where testing will be performed
 - iv. Who will participate in the tests and their role(s)
 - v. Detailed test cases with clear pass/fail criteria
 - vi. Dependencies and prerequisites for tests
2. Component Level Testing:
- a. Similar to Factory Acceptance Testing, Component Level Testing shall include the inspection of the various components of the system to confirm that they meet the technical specifications.
 - b. The Contractor shall inspect and test all system components to confirm that they meet the technical specifications.
 - c. The Contractor shall provide the ADR with a report that validates that the components have been tested and that their performance meets all the requirements established in technical specifications.
3. System Level Testing:
- a. The Contractor shall perform system level testing to validate that the system is ready for installation and UAT.
 - b. System Level Testing includes the testing of the compatibility, performance, usability, and functionality testing of an entire application or subsystem.

- c. System Level Testing includes testing for functionality within the PAS and for communications and audio output between PA specific components.
 - d. System Level Testing will be performed prior to user acceptance testing.
4. Integration Testing:
- a. Upon completion of the System Level Testing, the Contractor shall begin Integration Testing.
 - b. Integration Testing shall verify the combined system functionality of the integrations with other systems.
 - c. Integration Testing shall verify that the individual components are communicating with both protocol and content, as required.
 - d. Integration Testing will be completed in the Pre-PROD/Test Environment.
 - e. Testing shall be performed against all integrated interfaces.
5. System Ready Testing:
- a. Upon completion of system and integration testing, the Contractor shall perform System Ready Testing.
 - b. System Ready Testing shall verify that the system is ready for UAT and installation.
 - c. System Ready Testing shall consist of the execution of all the planned UAT scripts.
 - d. The Contractor shall execute all the System Ready Test scripts.
 - e. System Ready Testing must be performed and completed by the Contractor before UAT with Aviation can be performed.
 - f. System Ready Testing may be performed in sequence with UAT when a portion or phase of the system is ready to be implemented. Within this sequence, the Contractor shall perform the System Ready Testing and execute test scripts for that portion or phase of the system. Once completed and passed, the Contractor can then coordinate UAT with Aviation for that portion or phase of the system.
 - g. System Ready Testing should include the initial equalization, speaker leveling, ambient noise sensor programming, polarity testing, and speaker zone verification.
6. User Acceptance Testing (UAT):
- a. UAT should not be performed until formal training has been provided to the proper staff in Aviation.
 - b. Upon completion of System Ready and Integration Testing, Functional Testing shall occur with Aviation D users.
 - c. UAT shall verify that the installed PAS meets all the required functionality as specified in Requirements Traceability Matrix, which will be provided to the awarded Contractor during the UAT phase. All requirements must be cross-referenced in the

UAT plan with the appropriate UAT script and correlating requirement in the traceability matrix.

d. UAT must include the following:

- i. Configured Functionalities: The test scripts must include a checklist of functional items to be verified by users for each system module. All test scripts must state intended results.
 - ii. Execution of standard, custom, and ad-hoc reports.
 - iii. Final UAT shall be conducted in the PROD environment prior to PROD actually going live.
 - iv. Any discrepancies, errors, or issues discovered during these tests shall be logged and corrected by the Contractor at no cost to the City.
- e. UAT shall be conducted as part of the Phasing Plan and shall need to be accepted by Aviation prior to going live for each phase of installation in accordance with the Installation Schedule and Phasing Plan.
- f. UAT shall be completed by Aviation in conjunction with Contractor team on-site.
- g. UAT shall be conducted in accordance with the approved User Acceptance Test plan developed by the Contractor and agreed to by City staff.
- h. The Contractor shall develop UAT test plans, including test scripts and procedures to test every component, function, feature, and integration of the system.
- i. The UAT test plan must be submitted for review and approval by Aviation. Once review and approval has been received by Aviation, testing may be performed.
- j. The UAT plan shall designate what constitutes high, medium, and low priority defects and resolution requirements for each.
- k. UAT shall be performed in the PROD / live environment.
- l. Upon completion of the UAT, the Contractor shall seek formal signoff and signatures from Aviation to approve UAT completion.

7. Endurance Testing:

- a. Upon completion of user acceptance testing, with no critical issues identified, Endurance Testing shall be performed, in coordination with City users.
- b. Endurance Testing shall ensure the system as implemented is stable and can perform without any issues over a sustained period.
- c. The system shall perform as expected and meet all requirements included in this Scope of Work for thirty (30) consecutive days without any performance or availability issues.
- d. The Contractor shall keep track of all issues that arise during this phase of Endurance Testing.

- e. The Contractor shall work with Aviation to develop the criteria for major and minor issues. Major issues shall include any issues that arise which impact the overall stability, data integrity, or performance of the system.
- f. The Endurance Testing period shall restart in entirety for any major issues found during this period and shall require the Contractor to correct the issues and reset the 30-day endurance period.
- g. Upon successful completion of Endurance Testing, the Contractor shall seek formal signoff and signatures from the ADR to approve completion of the Endurance Testing.

8. Final Acceptance

- a. Final Acceptance of the system can only occur with the successful completion of the 30-day Endurance Test.
- b. Final Acceptance shall not occur until all phases of installation have been successfully performed and the 30-day endurance period has been completed and approved by the ADR.
- c. Only upon formal acceptance of endurance testing, the Contractor and system can move into the warranty phase of the project.
- d. The Contractor shall seek formal acceptance of the system only upon the successful completion of endurance testing. The ADR shall provide a Certificate of Final Acceptance once all conditions above have been met.
- e. Final Acceptance shall be withheld until the following activities have been successfully completed:
 - i. Formal acceptance of Endurance Testing
 - ii. Approval of all submittals
 - iii. Delivery of final documentation
 - iv. Successful training and demonstration, including operation of system using fully functional system with interfaces

9. Rollout Production Go-Live:

- a. In coordination with UAT and with substantial completion of the training, the system shall be rolled out in production environment and shall "Go Live."
- b. The rollout into production and "Go Live" shall be implemented according to the agreed upon Phasing Plan and Installation Schedule.
- c. The PAS shall be rolled out in the production environment while the existing PAS is running concurrently. Once the ADR has given prior approval, the old or existing system zone or segment can be disabled and removed. This shall occur, in zones, segments, or phases as planned in the aforementioned Project Phasing Plan.

- d. Existing operations shall be maintained. Transition to the new PAS shall not hinder airlines, concessions, or Airport operations.
- e. The Contractor must provide, at a minimum, on-site implementation engineering staff and project manager for the duration of the rollout period.

H. WARRANTY REQUIREMENTS

1. The Contractor shall represent and warrant that the software, hardware, interfaces, workmanship, delivery of the integrated system, and warranty services, and maintenance services furnished herein, and all Contractor-supplied modifications shall meet the Contract requirements and the representations of the Contractor's Offer.
2. Workmanship, software, hardware, and interfaces must be warranted for a minimum of one (1) year from issuance of Certificate of Acceptance by the ADR, which shall be issued after successful completion of the thirty (30) day endurance period and Final Acceptance.
3. All warranties shall begin on the date shown in the Certificate of Acceptance that shall be issued at the end of successful Final Acceptance.
4. The Contractor shall provide of matrix of equipment warranties.

I. SYSTEM MAINTENANCE AND TECHNICAL SUPPORT REQUIREMENTS

1. The Contractor shall provide maintenance, repair, and on-going support services for the new PAS and associated integrations. Aviation requires pricing for a total of seven (7) years of maintenance services upon acceptance of the system.
2. The Contractor shall develop and provide a Maintenance (Corrective and Preventive) and Technical Support Services Plan and Procedures describing how service calls will be handled and tracked.
 - a. Maintenance (corrective and preventive) and technical support services plan and procedures must include a toll free 24x7 service desk contact number and describe who will receive the service call (24x7x365), the triage process, the call dispatching process, issues tracking process, the call escalation procedure, call closeout process, and service call documentation process.
 - b. Maintenance (corrective and preventive) and technical support services plan and procedures must be developed to meet all of the system maintenance and technical support requirements in this Scope of Work.
3. The Contractor shall provide maintenance and second and third level technical support services on the entire installed system and its interfaces during the maintenance periods. The Contractor shall be available 24x7x365 to provide second and third level technical support via telephone to troubleshoot problems associated with the PAS equipment while adhering to the Minimum Response Times noted in this Solicitation.
4. The Contractor shall provide maintenance and technical support services on the entire installed PAS and its interfaces during the maintenance period. Aviation's information

technology staff will provide onsite Level 1 support pertaining to peripherals and workstation issues.

5. Maintenance and Technical Support Services Plan:

- a. The Contractor shall develop and submit a maintenance plan that details regularly scheduled preventative maintenance and specifies the time intervals and activities to be performed at those intervals.
 - b. The Contractor shall provide Maintenance and Second Level Technical Support Services on the entire installed PAS and its interfaces during the maintenance period.
 - c. First Level Technical Support shall focus on user related, hardware and basic software related issues that can be resolved with basic knowledge of the PAS.
 - d. Second Level Technical Support shall focus on troubleshooting all issues or challenges that cannot be resolved by Aviation providing first level support.
 - e. Third Level Technical Support shall focus on advanced troubleshooting where software architecture and/or application issues are creating operational challenges
 - f. The Contractor shall provide a list of approved software updates and patches to the ADR monthly. Upon receipt, Aviation will apply the approved software updates and patches.
 - g. The Contractor shall ensure that software patches, fixes, and updates are performed during non-peak operation periods, as defined by the ADR. All activity shall be pre-approved by the ADR and occur during the standard maintenance window (1:00 AM – 4:00 AM local Phoenix time) and after last departure flights. All changes must be approved by the ADR prior to start of work to account for potential operational impacts.
6. The Contractor shall keep all system documentation updated and available upon request to Aviation.
7. The Contractor is required to provide, at minimum, the following:
- a. Ensure the system is fully functional 24x7x365.
 - b. All preventive, corrective maintenance, and technical support activities.
 - c. Service level agreement (SLA) document describing and classifying the urgency of support issues (e.g., system down, critical, non-critical, routine, and any other related issues) along with the response times for each classification and the resolution times for each level.

d. Minimum Response Times:

Priority	Response Time	Description	Examples
P1	Contractor to provide	Significant and/or severe degradation of the system functionality	Any PAS outage or issue effecting more than one zone or device. Any outage to one or more function of the PAS.
P2	Contractor to provide	Minimal reduction of system operability or functionality which impacts a single component	Any outage to a single zone or device.
P3	Contractor to provide	Service request	Configuration change or feature request.

e. Contractor shall provide to the City root cause analysis for all P1 & P2 outages or degradation to system functionality within ten (10) business days from resolution.

f. Provide technical support training to City staff on an annual basis. At the request of Aviation, additional technical support training throughout the year may be requested.

J. DOCUMENTATION OF SERVICE AND MAINTENANCE RECORDS

1. The Contractor shall maintain a record of all activity and services provided to and for the PAS. The Contractor shall document and record all other information related to the changes and updates to the PAS, subsystems, interfaces, and infrastructure. A copy of all updated documentation and drawings must be provided to City staff by the end of the first quarter each year during the contract period. All such documentation maintained by the Contractor shall be owned by and provided to Aviation upon request.

2. Maintenance Documentation Requirements:

a. Offeror must provide a Maintenance and Technical Support Services Plan as part of their Offer.

3. Prior to thirty (30) days from start of the Maintenance and Technical Support Services portion of the Contract, the Contractor must revise and submit for review the following documents:

a. An updated Maintenance (Corrective and Preventive) and Technical Support Services Plan and Procedures describing how service calls will be handled and tracked. The procedure must include a toll free 24x7x365 service desk contact number and describe who will receive the service calls during this time, the triage process, the call

dispatching process, the issues tracking process, the call escalation procedure, the call closeout process, and the service call documentation process.

- b. A list of personnel requiring system accounts and remote access to the PAS. Please provide a list that only includes personnel who can meet the service level requirements herein. Additionally, provide a list of personnel requiring security badges for on-site work.
- c. Resumes of all key maintenance and support personnel.
- d. Contact information, including phone number and email address, for each key individual.

4. Change Request:

- a. All proposed changes performed by the Contractor shall be initiated by a change request. Compliance with this process shall include providing timely information to Aviation's team for submittal to PHX Change Advisory Board (CAB) for approval on any change that involves production systems. CAB meetings are once per week on Monday afternoons. All change requests shall be submitted no later than one (1) business day prior to the day work is to be performed.
- b. Urgent changes may proceed without following the standard change request process; however, an emergency change request must be submitted. All emergency change requests must be submitted in writing for approval to the CAB.

5. Ticketing System

- a. Contractor shall provide Aviation the means to submit trouble tickets or request technical support for service issues in the field for a prompt response. This ticketing support system must allow designated Aviation staff to report issues, track the status, and manage the ticket/issues raised. Each issue must be reported in the ticketing system and uniquely tracked by the Contractor and Aviation. Issue resolution must be discussed with Aviation and closed only after approval by the ADR.

6. Technical Support Services – Contractor's tasks shall include, at a minimum, the following:

- a. Monitoring and diagnostics
- b. Problem isolation and identification
- c. Configuration and provisioning
- d. Outage response and report generation with root-cause analysis, determination, and preventative measures
- e. Software and firmware upgrades, including testing. The Contractor must maintain the software within the Pre-PROD/Test environment as directed by Aviation staff.
- f. Corrective and preventative maintenance
- g. Administrative support in documentation of systems and sub-system requirements

- h. Maintenance of licenses and warranties
 - i. Escalation of issues to third-party vendors (manufacturers), as needed
 - j. In the event of an equipment malfunction or failure, such equipment shall be replaced if not repairable. The replacement equipment, including spares, is the responsibility of City, in coordination with the Contractor.
 - k. Onsite support shall be provided, at the request of Aviation.
7. Documentation of Service and Maintenance Records:
- a. The Contractor must maintain a record of all activity and services provided.
 - b. The Contractor must document and record all other information related to the changes and updates to the PAS, interfaces, and infrastructure. A copy of all updated documentation and related drawings must be provided to City staff once per year. All such documentation maintained by the Contractor must be owned by, and provided to, City.
 - c. The Contractor is required to maintain current documentation and records of the following information:
 - d. Module settings and configuration
 - e. System diagrams
 - f. Preventative maintenance records
 - g. Repair records
8. Software Licenses and Third-Party Software Maintenance:
- a. The Contractor must furnish, with prior written approval from the ADR, all manufacturer-released software upgrades, firmware, firmware upgrades, and associated licenses for the PAS hardware, firmware, and software, per the Maintenance and Technical Support Services Plan.
 - b. The Contractor's obligations hereunder extend to third-party software and customizations as well as other software (including upgrades and new versions to third-party software and customizations).
 - c. All new releases must first be tested in the pre-PROD/test environment prior to being placed into production.
 - d. All updates and installations of new releases must be performed in accordance with industry standard software development practices and the Aviation's approved methodology and procedures.
 - e. All updates must include release notes for the Aviation's review and approval.
 - f. Without limiting any of its other obligations under this Contract, the Contractor shall correct defects in the software within a timely manner to prevent undue risk or service

- disruption to the City and take such actions as are necessary to ensure that the software fully conforms to the specifications as set forth herein.
- g. All software to include operating system must meet (n-1) standard and be upgraded prior to end-of-support date; and prefer Microsoft stack for example Windows operating systems and SQL Server for database. This includes the operating system of the paging stations.
 - h. All Microsoft Windows devices will be domain members and active directory authentication required with named user accounts.
9. New Technology: technology may change during the term of this Contract. Accordingly, the Contractor shall meet the following requirements:
- a. Software Upgrades and Enhancements:
 - i. The Contractor shall provide Aviation with prompt written notice of all upgrades, enhancements, and modifications to the PAS that become available during the term of this Contract.
 - ii. The Contractor shall continually provide and update the software after installation, per the Maintenance and Technical Support Services Plan, during the term of this Contract. The Contractor must provide details on benefits and risks of such updates and obtain written approval by the ADR prior to updating or upgrading the software. Aviation shall have the option to reject proposed new version and to accept less than the most current version of the software.
 - b. New software releases and new versions of firmware:
 - i. Per the Maintenance and Technical Support Services Plan, install all new software releases and new versions to firmware (including engineering changes) which are: (a) necessary to correct defects/bugs/performance issues or enable the system or any component to function at an optimum level; or (b) required by the manufacturer.
 - c. Modifications:
 - i. The Contractor must include additional development and enhancement work related to any changes to regulatory requirements during the term of this Contract.
 - ii. For non-regulatory development or enhancement work, Aviation will work with the Contractor to determine the level of effort and how to proceed.
 - d. Reporting of Defects:
 - i. The Contractor shall serve as a single source to address all defects in the system.
 - ii. As bugs/defects are discovered and verified, the Contractor shall provide to Aviation in writing a detailed defects report that lists the bugs/defects affecting the security, performance, or conformance to the PAS.
 - iii. Any defects, bugs, or issues that impact system performance or pose a cyber security risk to the system installed must be communicated to the ADR within 24 hours of the Contractor becoming aware of the issue.

K. PROJECT DELIVERABLES:

1. All project documentation shall be supplied in electronic format (Word, Excel, PDF, or RVT as applicable). At a minimum, the documentation listed below shall be developed and submitted for approval by the Contractor, as noted per the project execution phases and schedule. For all deliverables, the Contractor shall provide in draft form, facilitate a comment cycle by Aviation, and update/submit the final version. The Contractor shall provide at least ten (10) business days for Aviation’s review of every deliverable.
2. The following is a list of the deliverables noted in this Scope of Work:

DELIVERABLE	DELIVERY PHASE	SOW SECTION
Operator and Maintainer Training Plan	Design	Training
Design Narrative	Design	Design and Engineering
Spare Parts List	Design	Design and Engineering
Product cut sheets	Design	Design and Engineering
90% Permit documents	Design	Design and Engineering
100% Construction documents	Design	Design and Engineering
Stamped Structural Drawings for all design elements, where applicable	Design	Design and Engineering
Product data submittals	Installation	Design and Engineering
Shop Drawing Submittals	Installation	Design and Engineering
Results of Equalization and Balance Completed and signed User Acceptance Test	Installation Installation	Testing Testing
Completion of all training with signed Attendance Records	Installation	Training
Transmittal of all Operations and Maintenance Manuals	Installation	Training
As-built documents	Closeout	Design and Engineering
Transmittal of all Spare Parts.	Closeout	Project Execution
Maintenance Plan	Closeout	Maintenance and Support

L. TECHNICAL DEFINITIONS:

Term	Description
10Gbps	10 Gigabit-Per-Second
ACI	Cisco Application Centric Infrastructure
ADR	Aviation Department Representative
AHJ	Authority Having Jurisdiction
API	Application Programming Interface

BIC	Baggage Input Console
BSO	Baggage Service Office
CAB	PHX Change Advisory Board
CBP	U.S. Customs and Border Protection
CPU	Central Processing Unit
DAC	Digital to Audio Converter
dB	Decibels
DSP	Digital Signal Processors/Processing
ECS	Emergency Communication System
EOL	End of Life
EQ	Equalization
FACP	Fire Alarm Control Panel
FIDS	Flight Information Display system
FIS	Federal Inspection Station
FXO	Foreign Exchange Office Interface
GUI	Graphical User Interface
iDRAC	Integrated Dell Remote Access Controller
IEEE	Institute of Electrical and Electronics Engineers
IP	Internet Protocol
IT	Aviation Department's Technology Division
MPLS	Multi-Protocol Label Switched
PAS	Public Address System
PBX	Private Branch Exchange
PHX	Phoenix Sky Harbor International Airport
PoE	Power Over Ethernet
PoE+	Power Over Ethernet Plus
PROD	Production
RABC	Role Based Access Control
RAID	Redundant Array of Independent Disks
S1	South Concourse 1 in Terminal 4
SCADA	Supervisory Control and Data Acquisition
SDN	Software Defined Network
SIP	Session Initiation Protocol
SLA	Service Level Agreement
SMS	Short Message/Messaging Service
SNMP	Simple Network Management Protocol
SPL	Sound Pressure Levels
SSCP	Security Screening Checkpoint
STI	Speech Transmission Index
T3	Terminal 3
T4	Terminal 4
T4S1	Terminal 4 South Concourse 1
TR	Telecom Rooms
TSA	Transportation Security Administration
TTS	Text to Speech
TTS	Text to Speech

UAT	User Acceptance Test
UPoE	Universal Power Over Ethernet
UPoE+	Universal Power Over Ethernet Plus
UPS	Uninterruptible Power Supplies
UPS	Uninterruptible Power Source
VoIP	Voice Over Internet Protocol
WBS	Work Breakdown Structure

4. EVALUATION PROCESS

In accordance with the Administrative Regulation 3.10. Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section 3 – Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p style="text-align: center;"><u>Method of Approach</u></p> <p>Offeror must provide an executive statement in narrative form, not to exceed twenty (20) pages, detailing its method of approach to satisfy the requirements of the Scope of Work, including a detailed approach of project methodology. At a minimum, Offeror must 1) provide a proposed zone validation report, 2) provide a method for data collection/field surveys, design, and implementation, 3) identify resources used, such as tools and personnel, to complete the data gathering, design, and implementation phases, 4) provide work plan that includes schedules, resources to develop and administer various surveys, and data submission, (5) discuss compliance with Attachment B - Requirements Compliance Matrix and requirements that were met, not met, or can be alternatively proposed, 6) provide proposed service level agreement, 7) provide proposed project management plan, and 8) provide a detailed approach how, as a single integrator and the designated Contractor, the firm plans to manage and oversee all aspects of the project including design, implementation, commissioning, maintenance and support phases, and subcontractors.</p>	Points Based	350 (35% of Total)
2.	<p style="text-align: center;"><u>Qualifications and Experience of Firm</u></p> <p>Offeror must submit a written statement in narrative form that demonstrates that it satisfies the required minimum experience levels and possesses the financial capability to perform the project for the entire term. Included in this narrative must be overview of company ownership, executive team, number of employees, organizational chart, years in business, and a copy of the firm's latest Dun & Bradstreet report.</p> <p>Offeror must provide sample templates from previous projects to demonstrate the deliverables and method of approach used to satisfy the customer's needs. The sample deliverables must elicit the design and implementation approach with the recommendation that the consultant provided to the client to perform the services and include any risk mitigation.</p> <p>Offeror must provide three (3) references, specifically medium- or large-hub U.S. airports, for which the Offeror has successfully completed delivery of public address system upgrades or replacements within the last ten (10) years. Each reference must include the organization name, name and title of contact person, address, phone number, and email address. Each reference must include details of the scope of services, objectives, deliverables, and outcomes achieved, as well as the overall experience. Include the anticipated timeline vs. actual timeline and the anticipated</p>	Points Based	200 (20% of Total)

	budget vs. actual spend. References can also include customer feedback of project aspects where the Contractor helped achieve the target goal by mitigating risk and designing the solution.		
3.	<p style="text-align: center;"><u>Qualifications and Experience of Key Personnel</u></p> <p>Offeror must include a summary in narrative form detailing the background, experience, and qualifications relating to the key personnel assigned to this project. At a minimum, provide a brief biography for key personnel allocated throughout the project; provide a resume and specific title for each key personnel; specify each key personnel's level of allocation in hours per week; indicate whether their participation will be physically onsite, virtual/remote, or hybrid; and provide a hierarchical organization chart to delineate staff who will lead and those who are subordinates to the lead(s). Indicate if any key personnel are Certified Technology Specialists (CTS), as this is a preferred qualification.</p>	Points Based	200 <i>(20% of Total)</i>
4.	<p style="text-align: center;"><u>Fee Schedule</u></p> <p>Attachment A – Fee Schedule must be submitted separately from all other submittal documents.</p> <p>Electronic submittal (email): must be in a file folder separate from the other submittals documents. The spreadsheet must be unlocked and unrestricted with no password restrictions.</p> <p>Physical submittal (hard copy): must be in a separate, sealed, opaque envelope marked "Fee Schedule."</p> <p>Pricing must clearly layout the following pricing categories within the spreadsheet:</p> <ul style="list-style-type: none"> Design and Implementation (Years 1 & 2) Warranty Period (Year 3) Maintenance and Support (Years 4-10) 	Points Based	250 <i>(25% of Total)</i>

5. STANDARD TERMS AND CONDITIONS

5.1. Definition of Key Words Used in the Solicitation

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

"A.R.S." Arizona Revised Statute

"Aviation" The City of Phoenix Aviation Department

"Aviation Department Director" or "Deputy Aviation Director" The contracting authority for the City of Phoenix, Arizona authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, Arizona

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

"City" The City of Phoenix

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

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

"Day" or "Days" Means calendar day(s) unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

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

"Good Cause" Substantial grounds or evidence based upon facts not in dispute as determined by the Procurement Officer that the failure by an aggrieved party an offeror or a respondent to submit a timely offer response protest or appeal was beyond its control due to misinformation relayed in writing by a City employee.

"May" Indicates something that is not mandatory but permissible.

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a Solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

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

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

“Should” Indicates something that is recommended but not mandatory. If the 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.

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

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

“Vendor” or “Seller” A seller of goods or services.

5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 - 1. Federal terms and conditions, if any
 - 2. Special terms and conditions
 - 3. Standard terms and conditions
 - 4. Amendments
 - 5. Statement or scope of work
 - 6. Specifications
 - 7. Attachments
 - 8. Submittals
 - 9. Exhibits
 - 10. Instructions to Contractors
 - 11. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the

agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **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.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor, in performing under this Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action

will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. 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.

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

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

- labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **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:
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.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **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:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions, and resolutions.

3. 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).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State, and local laws, regulations, standards, codes, and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts. Contractor shall comply with the provisions of the **Exhibit G – Compliance with Environmental Laws** and **Exhibit H – Supplemental Terms and Conditions to All Airport Agreements**, incorporated herein by this reference.
- G. **Sensitive Security Information (SSI):** Contractor shall comply with the requirements in 49 C.F.R. Parts 15 and 1520, prohibiting the unauthorized release of Sensitive Security Documents, which includes photographs and/or videos taken of secured areas of the airport. Prior to receiving any SSI documents, including drawings, photographs, and/or videos taken of secured areas of the airport, Contractor shall be required to complete and submit **Attachment D – Sensitive Security Information Acknowledgment Form** and incorporated herein by this reference. Information on the maintenance, safeguarding, and disclosure of SSI is available at <https://www.tsa.gov/sites/default/files/ssi-best-practices-guide-for-non-dhs-employees.pdf>.
- Aviation possesses important confidential drawings for this project, and it is mandatory that the Offeror review them prior to submitting an Offer. Due to the sensitive and confidential nature of these drawings, Offeror must submit a signed **Attachment D – Sensitive Security Information Acknowledgement Form** before they can receive the confidential drawings, both of which must occur prior to the Offer Due Date. **Offerors not submitting a completed Sensitive Security Information Acknowledgement Form and receiving confidential drawings prior to the Offer Due Date may have their Offer rejected as non-responsive.**
- H. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships, and limited liability companies.

- I. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- J. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

5.4. Costs and Payments

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

- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this Solicitation.

5.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this Contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **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.

5.6. Risk of Loss and Liability

- A. **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.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a

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

- D. **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.
- E. **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 of Work, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **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.

5.7. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

- B. **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.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage, or contingent fee.
- F. **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.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City's request upon termination of this Contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

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

1. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City will be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 2. The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship, which is of an unacceptable quality;
 - Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
 - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Contract Cancellation:** All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.9. 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 Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your Offer is

submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.10. Tax Indemnification

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

5.11. Tax Responsibility Qualification

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

5.12. No Israel Boycott

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

5.13. No Forced Labor of Ethnic Uyghurs

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

of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.14. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.15. Strict Performance

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

5.16. 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 sixty 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 Chief Procurement Officer prior to the institution of the change.

5.17. Attorney Fees

In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, "prevailing party" means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.

5.18. Headings

Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.

5.19. National Emergency

This Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.

5.20. No Impairment of Title

Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.

5.21. No Personal Liability

The City's officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor, and are not obligated to perform under any provision of this Contract.

5.22. Successors and Assigns

This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.

5.23. Termination for Non-Appropriation of Funds

This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.

5.24. Breach and Remedies for Breach

The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:

- Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
- Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
- Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.
- Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or action seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

Upon the occurrence of any breach by Contractor, the City may elect to do any or all the following at one time or over a period of time:

- File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- Exercise any and all remedies allowed at law or in equity.

- Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.

The City's exercise of any remedy does not terminate and shall not be construed to terminate this Contract. Termination of this Contract must be evidenced by a writing signed by the City for that purpose. The foregoing list of remedies is not exhaustive, and the rights and remedies of the City under this Contract are non-exclusive.

5.25. Claims Against the City

Contractor shall comply with the procedures set forth in Chapter XVIII, § 14 of the Charter of the City of Phoenix (claims or demands against the City) and A.R.S. § 12-821 and § 12-821.01 (notice of claim statutes) for presenting claims or demands against the City. Nothing in this Contract constitutes a contractual term that requires a dispute resolution process, an administrative claims process, or review process, as those terms are used in A.R.S. § 12-821.01(C), so as to affect the date on which a cause of action accrues under A.R.S. § 12-821.01(A) and (B).

5.26. Delinquent Account Fee

Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.

5.27. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.

5.28. Fair Interpretation

Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.

5.29. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

5.30. Notice

All notices, consents, approvals, and other communications (notices) between the City and Contractor that are required to be given under this Contract shall be in writing and given by (A)

personal delivery, (B) email with return receipt requested (read receipt), (C) fax transmittal with delivery confirmation, (D) prepaid delivery to any commercial air courier or express delivery service, or (E) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to:

City of Phoenix Aviation Department
Aviation Headquarters
ATTN: Contracts & Services Division
2485 East Buckeye Road
Phoenix, AZ 85034
Fax: 602-273-2080
avn.contract.services@phoenix.gov

City of Phoenix Aviation Department
Aviation Headquarters
ATTN: Jamie Ritchie
Technology Division
2485 East Buckeye Road
Phoenix, AZ 85034
jamie.ritchie@phoenix.gov

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Section VI – Submittals of this Contract.

Notice given in compliance with this Section is deemed received (A) on the day it is personally delivered, (B) on the day it is sent by email, (C) on the day it is sent by facsimile transmittal, (D) two (2) days after it is deposited with any commercial air courier or express delivery service, or (E) five (5) days after it is sent by registered or certified mail as provided above. Any time period stated in a notice shall commence on the date the notice is deemed received. Actual receipt is not required.

If notice is sent by email or facsimile transmittal, then a paper copy shall be sent by prepaid regular first-class mail through the United States Postal Service to the Party at the address listed above. Duplicate notice is merely a courtesy and does not change or extend the effective date of the notice. The failure to receive the duplicate notice does not affect the validity of the notice sent by email or facsimile transmittal.

5.31. Title VI Solicitation Notice

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. SPECIAL TERMS AND CONDITIONS

6.1. Term of Contract

The term of this Contract will commence on or about November 1, 2024 and will continue for a period of ten (10) years thereafter.

6.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point:

City of Phoenix Aviation Department
Facilities and Services Division
2515 E Buckeye Rd
Phoenix, AZ 85034

6.3. FOB Special Delivery

All deliveries shall be made from Tuesday to Thursday, 8:00 AM to 5:00 PM local Phoenix time, excluding City holidays. To schedule and ensure that delivery can be accepted, contact the ADR at least 24 hours prior to delivery. Contractor shall include pre-delivery and warranty checklists with the shipment, if applicable.

6.4. Aviation Department Representative (ADR)

The ADR for this Contract is Jamie Ritchie, or his designee, with Aviation's Technology Division. Jamie can be reached by calling (602) 683-3919 or by emailing jamie.ritchie@phoenix.gov. The ADR will coordinate all work and will be the sole judge regarding the acceptability and quality of work. The ADR must be consulted for any issues that arise during the term of this Contract.

6.5. Price

All prices offered shall be firm and fixed for the entire term of the contract.

6.6. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

6.7. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms

- Remit to address

6.8. Milestone Payment Schedule:

The following payments will be made to the Contractor upon successful completion of each milestone. The Contractor must submit sufficient proof of completing each deliverable in order to receive full payment for the corresponding milestone. Payments will only be made with prior written approval from the City.

	<u>Milestone 1</u>	<u>Milestone 2</u>	<u>Milestone 3</u>	<u>Milestone 4</u>	<u>Milestone 5</u>
	Startup & Mobilization	Analysis & Design	Implementation	Training, Testing, & Acceptance	Close Out
Deliverables	Project Management Plan Project Schedule	Design Documents & Drawings	Product Data Submittals Shop Drawing Submittals Results of Equalization & Balance	Completion of All Training (w/ signed attendance records) Transmittal of All Operations & Maintenance Manuals	As-Built Documents Transmittal of All Spare Parts Maintenance Plan
Payment (excludes maintenance & support fees)	5%	30%	30%	25%	10%

6.9. Partial Payments

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

6.10. Supplier Profile Changes

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

6.11. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

6.12. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

6.13. Hours of Work

All work under this Contract shall be coordinated with the ADR. Any changes to the established schedule must have prior written approval by the ADR.

6.14. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.15. Performance Interference

Contractor shall notify the ADR immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.16. Cooperative Agreement

In addition to the City and with approval of the Contractor, this Contract may be extended for use by other municipalities and government agencies in the State of Arizona.

6.17. Exclusive Possession

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

6.18. Licenses and Permits

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

6.19. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date

- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

6.20. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, and any other related fees will not be paid separately. All costs must be incorporated in the pricing submitted.

6.21. Demonstration

The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.

6.22. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on Aviation property throughout Phoenix Sky Harbor International Airport, Sky Train Stations, and the Rental Car Center.

6.23. Warranty

Contractor warrants the hardware, software, application(s), or other technology assets provided to the City pursuant to this Contract (collectively, the "Technology Assets"), for a period of one year starting with the date of Final Acceptance (the "Warranty Period"), to be substantially free of any condition which would make the Technology Assets fail to perform in material accordance with the requirements set forth in this Agreement, including any statement-of-work or scope-of-work document (each such condition to be considered an "Error"). Contractor specifically warrants that all software Technology Assets shall be free of any condition which could make them fail to perform in material accordance with this agreement (each such condition to also be considered an "Error") for a period of nine months after actual installation of the software. If the City reports to Contractor any errors in the system during the Warranty Period, then Contractor shall, at its expense, use reasonable commercial efforts to modify, replace, or otherwise remedy the faulty hardware, software, electrical component or other Technology Assets as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

STANDARDS AND PRACTICES: Technology Assets shall conform to the generally accepted standards and practices of the trade or industry involved. All work shall be executed by personnel skilled in their respective lines of work.

QUALIFICATIONS: Contractor represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to

provide and/or perform the goods and/or services purchased by the City pursuant to this agreement.

INTELLECTUAL PROPERTY WARRANTIES:

Contractor warrants that:

1. The Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
2. No act or omission of Contractor will result in a third party holding any other claim that interferes with the City's enjoyment or use of the Technology Assets;
3. Contractor owns or possesses all right(s), title(s) and license(s) necessary to perform its obligations hereunder; and
4. As of the effective date and throughout the term of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

6.24. Indemnification – Patent, Copyright, and Trademark

In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

6.25. Evaluation Literature

Offers submitted for products considered by the Contractor to be equal or better than the products specified herein must be submitted with technical literature and/or product brochures for the City's use to evaluate the offered products. Complete specifications, literature, illustrations, blueprints, photos etc. describing the offered product shall be included with the Offer. Contractor shall indicate any variation between the product offered and the literature submitted.

6.26. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification. All parts, equipment, and accessories shall conform in strength, quality of material, and workmanship to recognized industry standards. The ADR will be the sole judge in determining whether parts, equipment, and accessories meet industry standards.

The term “heavy duty” if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear, and use.

The City reserves the right to waive minor variations if, in the opinion of the ADR, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify Aviation prior to the offer opening due date.

6.27. Transition of Contract

Contractor will, without limitation, promptly provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this Contract.

6.28. Inspection and Acceptance

Each phase of the project and products delivered shall be subject to complete inspection by the ADR prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five (5) business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections at no additional cost to the City.

6.29. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

6.30. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this Solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole

discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product, or model change for discontinued item.

6.31. Removal and Trade-In of Equipment

Trade-in equipment offered in this Solicitation will be as-is, where-is with no warranty either express or implied as to current condition. All costs, labor, and equipment required for the removal will be the responsibility of the Contractor.

6.32. Repair and Replacement Parts Guarantee

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this Contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

6.33. Samples

Upon request, Offerors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Offeror.

6.34. Substitution of Specified Items

Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words "or equal". The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

6.35. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

6.36. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the ADR, the Contractor may be requested to perform the additional or special service.

6.37. Final Inspection and Approval

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

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

6.38. Specifications

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

6.39. Storage Space

The Contractor may store supplies, materials, and equipment in a storage area on Aviation premises designated by the ADR during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of Aviation's storage facilities will be on a space available basis and subject to the approval of the ADR.

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

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

6.40. Types of Work Supervision

Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this Contract.

6.41. Applicable Laws and Standards

Contractor must comply with all laws, building codes, accepted industry standards, and best workmanship practices in all tasks performed. In addition, Contractor must comply with Aviation guidelines as they pertain to insurance and security.

6.42. Workmanship

Contractor must perform all work under this Contract in a skillful and workmanlike manner and use an adequate number of skilled workers who are thoroughly trained, experienced, and properly badged to complete this project. The ADR may require the Contractor to remove any employee deemed by the ADR to be incompetent, careless, or otherwise objectionable.

6.43. Subcontracting

Contractor must obtain approval from the ADR or designee prior to any subcontracting work being performed. Aviation reserves the right to check the subcontractor's background and make a determination to approve or reject the use of the submitted subcontractor(s).

Contractor will be responsible for all payments to the subcontractor including but not limited to labor, parts, and materials incurred from subcontracting the services to other companies/vendors.

Subcontractors providing service under this Contract must meet the same service requirements and provide the same quality of service required of the Contractor.

No subcontract under this Contract shall relieve the primary Contractor of responsibility of service. The Contractor shall manage all schedules, quality, performance, and project management for subcontractors. Contractor will be held solely responsible and accountable for the service, goods, and/or repairs for which the Contractor subcontracted.

The City reserves the right to have the Contractor remove a subcontractor or any of the subcontractors' staff deemed unsatisfactory.

Contractor is responsible to ensure that any/all subcontractors possess all valid certifications and/or licenses required by federal, state, or local laws to perform any work related to this Contract prior to the start of work.

6.44. Background Screening

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

6.45. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the Scope of Work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

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

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

6.47. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify, and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

6.48. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

6.49. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL.
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
 1. require a badge or key for access to City facilities; or

2. allow any access to sensitive, confidential records, personal identifying information, or restricted City information; or
 3. allow unescorted access to City facilities during normal and non-business hours.
- C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 2. for reviewing the results of the background check every five years; and,
 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 4. Submitting the list of qualified Contract Workers to the contracting department.
 5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
 6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

6.50. Contract Worker Background Screening

Contractor agrees that all Contract Workers that Contractor allows to perform work under this Contract shall be subject to background and security checks and screening (Background Screening). Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Contractor agrees that Background Screenings required by this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under this Contract.

As used in this Section, "Contract Worker" means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

6.51. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Contractor must verify the legal Arizona worker status of each Contract Worker. Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

6.52. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Contractor to:

- A. Have a Contract Worker provide fingerprints and execute any document that is necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- B. Act on newly acquired information, whether or not the information should have been previously discovered;
- C. Unilaterally change its standards and criteria related to the acceptability of Contract Workers; and
- D. Object, at any time and for any reason, to a Contract Worker performing work under this Contract, including supervision and oversight services.

6.53. Contractor Certification

By entering into this Contract, Contractor certifies that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate, complete, and current. A Contract Worker that is rejected for work under this Contract shall not perform any work under any other contract or engagement Contractor has with the City without the City's prior written approval.

6.54. Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

6.55. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background

Screening Section, including the Contractor's disqualification of any Contract Worker or the City's failure to enforce this Section.

6.56. Continuing Duty and Audit

Contractor's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Contractor shall immediately notify the City of any change to a Contract Worker's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

6.57. Contract Worker Access Controls and Airport Security Badge Requirements

Contractor shall not allow a Contract Worker to begin work under this Contract until Contractor has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract.

6.58. Security Identification Display Area (SIDA) Badge Process

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from Aviation's Public Safety and Security Division's Badging Office. Contractor must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Contractor shall pay for all fees associated with SIDA badging process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at: <https://www.skyharbor.com/security/BadgingInformation>.

As used in this Section, "restricted area" means the secured area and SIDA area of the Airport. "Secured area" means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. "SIDA area" means the secured area and other areas designated by Aviation, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. "Sterile area" means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of Aviation's Rules and Regulations for a complete definition of the foregoing terms.

6.59. Risk-Based Background Check Process

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A STANDARD RISK BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, “background check” means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker’s legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker’s ability or fitness to perform work under this Contract.

- A. Before any work is performed under this Contract, Contractor shall provide the City with a list of its Contract Workers.
- B. If any dispute arises related to a background check process or criminal history check information, then Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.
- C. In making the determination whether information in a background check renders the Contract Worker disqualified, Contractor should be guided by the following principles and guidelines:
 1. Disqualification should not be based solely on a criminal conviction unless the conviction related to performance under this Contract.
 2. Arrests that did not result in a conviction being entered or charges being filed may not be considered.
 3. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.
 4. Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.
 5. Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:
 - Duties of the position
 - Time, nature, and number of negative events and convictions
 - Attempts and extent of rehabilitation efforts
 - The relation between the duties of the position and the nature of the crime committed

- D. The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Contractor should review the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.
1. For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.
 2. For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.
- E. If a background check shows that the disposition of an arrest is unknown, then Contractor must determine the disposition of the arrest.
- F. Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)
- G. In a standard risk background check, Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Contractor must engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker. After Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.
- H. In a maximum risk background check, Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.
1. If the City approves a Contract Worker, then the City will notify Contractor of that fact and Aviation will issue the appropriate airport security badge to the Contract Worker.
 2. If the City denies a Contract Worker, then the City will notify Contractor of that fact and Contractor will reevaluate the Contract Worker to determine whether the person should be disqualified. If Contractor believes there are extenuating circumstances that

suggest that the Contract Worker should not be disqualified, then Contractor will discuss those circumstances with the City. The City will review the matter and its decision on disqualification is final.

3. The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.
 - I. If Contractor is a sole proprietor, Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.
 - J. Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

6.60. Scope of the Standard Risk Background Check

The standard risk background check conducted by Contractor must be based on the real identity and legal name of the Contract Worker and include felony and misdemeanor records checks from any county in the United States, the state of Arizona, and any other jurisdiction where the Contractor Worker has lived at any time in the last seven (7) years.

6.61. Airport Security Badge Handling Procedures

Contractor will comply with the following airport security badge handling procedures:

Key Access Procedures: If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued, and Contractor must complete a return form and submit it to the City for each key issued.

Stolen or Lost Badges or Keys: Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key.

Return of Badges or Keys: All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.

Employee Identification and Access: Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. Aviation will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

Badge Fees: Contractor shall pay the airport security badge fees set forth in § 4-11(D) of the Phoenix City Code.

6.62. Contractor's Breach

Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

- A Contract Worker gains access to a City facility or a restricted or secured area of the Airport without the proper airport security badge or key
- A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport
- A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key
- A Contract Worker or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key
- Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

6.63. Liquidated Damages and Remedies for Breach of Aviation Security Procedures

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$1,000.00 for each breach of Aviation Security Procedures and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

6.64. Contractor Certification

Contractor certifies to the City that Contractor has read the foregoing Background Screening requirements and that all Background Screening information Contractor furnished to the City is accurate, complete, and current. Contractor further certifies to the City that Contractor has satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

6.65. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the

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

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

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

6.66. Intellectual Property Rights

The Contractor hereby irrevocably transfers, conveys, and assigns to the City all right, title, and interest (including any and all copyrights) in any software and other technology assets created pursuant to or as a result of this Agreement (collectively, the "Work Product"). The City shall have the exclusive right to apply for or register any copyrights and other proprietary protections with respect to the Work Product. The Contractor shall execute such documents, render such assistance, and take such other action as the City may reasonably request, at the City's reasonable expense, to apply for, register, perfect, confirm, and protect the City's foregoing ownership interests and copyright and other proprietary protections. To the extent that the foregoing transfer does not provide the City with full ownership, right, title, and interest in and to the Work Product, the Contractor hereby grants the City a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use the Work Product, with the right to transfer and/or sublicense each and every such right. The rights granted in this section will survive any termination or expiration of this Agreement.

6.67. Confidentiality and Data Security

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

Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Contractor must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information, financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Contractor will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

In the event that data collected or obtained by the Contractor in connection with this Contract is suspected to have been compromised, Contractor shall notify the contracting City department immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Contractor that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Contractor notify individuals affected by a breach or critical breach of the City's information.

Contractor agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Contractor that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Contractor agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Contractor must remediate found vulnerabilities in computerized systems they provide; Contractor is **not** liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by the Contractor.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

Contractor agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health

information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

By signing and entering this Contract the Contractor specifically acknowledges that it is responsible for the security of cardholder data that Contractor possesses or otherwise stores, processes, or transmits on behalf of the City. Additionally, as a requirement of this Contract you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

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.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

Contractor shall notify the City of any cybersecurity incident affecting the system installed at the City or the version of software installed at the City within 24 hours of becoming aware of such incident. Requirements, procedures, and general information can be found in **Exhibit E – Cybersecurity Incident Reporting**.

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

6.68. Confined Space Structure Entry

Services performed under this agreement may require Contract Workers to enter confined spaces. Contractor or Subcontractor(s), as applicable, will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors, and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State, and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

6.69. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit

in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

The Contractor shall NOT use grading, blading, disking, a gannon, or like equipment to control weeds without prior written authorization from the ADR. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

The use of leaf blowers is strictly prohibited. Acceptable alternatives to leaf blowers include brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

6.70. Cleaning

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at their expense. The work area shall be cleaned at the end of each workday.

All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the ADR shall be consulted.

6.71. Environmental Preferred Products

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

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

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

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

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F

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

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

6.72. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

6.73. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this Solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

6.74. OSHA Laws and Regulations

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

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.

- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

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

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

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

- Safety Data Sheets – Contractor shall furnish to the City’s Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City’s Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City’s Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated

within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up to date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City upon request from Aviation. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

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

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

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements for Hazardous Materials: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

6.75.

7. DEFENSE AND INDEMNIFICATION

7.1. Standard General Defense and Indemnification

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

8. INSURANCE REQUIREMENTS

8.1. Contractor's Insurance

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

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

8.2. 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.

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Policy must not contain any exclusions for operations on or near airport premises.

8.4. Automobile Liability

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

Combined Single Limit (CSL) \$5,000,000

- 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 this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Policy must not contain any exclusions for operations near or on airport premises.

8.5. 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.

8.6. Technology Errors and Omissions Liability

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licenses program for those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Aviation Department Headquarters, Contracts and Services Division, 2485 E Buckeye Rd., Phoenix, AZ 85034.

8.8. 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.

8.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix, Aviation Department, Contracts and Services Division, 2485 E. Buckeye Rd., Phoenix, AZ 85034 **OR** inbox@cop.complianz.com. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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

City of Phoenix
Aviation Department
Contracts and Services Division
2485 E. Buckeye Rd.
Phoenix, AZ 85034
Email: kyle.brack@phoenix.gov

All subsequent and renewal certificates of Insurance and endorsements shall be sent directly to:

City of Phoenix
Aviation Department
c/o EXIGIS Insurance Compliance Services
PO Box 4668 – ecm #35050
New York, NY 10163-4668
Email: inbox@cop.complianz.com

8.10. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix

reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

8.11. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed Contract amendment.

9. SUBMITTALS

9.1. Copies

Submission of Offer – Hard Copy Submission:

- A. Refer to “SUBMISSION OF OFFER” paragraph under the “SECTION I – INSTRUCTIONS” of this Solicitation document.
- B. Please submit one original, 1 copy, and two (2) electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.
- C. Please submit only the Submittal Section, do not submit a copy of the entire Solicitation document. This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- D. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Submission of Offer – Electronic Submission:

- A. Refer “SUBMISSION OF OFFER” paragraph under the “SECTION I – INSTRUCTIONS” of this Solicitation document.
- B. **Electronic Bid Submission via email:** Offers is to be submitted electronically via email to the following email addresses:
 1. kyle.brack@phoenix.gov
 2. avn.solicitations@phoenix.gov
- C. The email subject line must include Solicitation number and title.
- D. Please submit only the Submittal Section, do not submit a copy of the entire Solicitation document. This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- E. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

9.2. Offer Submittal Format

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror

- Submitted with contact information for the individual(s) authorized to negotiate with the City
- Submitted with a table of contents and tabbed per the following sections for both electronic and hard copy submissions:

Tab 1 – Method of Approach

Tab 2 – Qualifications and Experience of Firm

Tab 3 – Qualifications and Experience of Key Personnel

Tab 4 – Fee Schedule (Attachment A)

Tab 5 – Required Submittal Documents (Attachment E)

- Offer
- Conflict of Interest and Transparency Form
- Costs and Payments
- Emergency 24-Hour Service Contact
- Proof of Minimum Qualifications

Tab 6 – Signed Addenda

Tab 7 – Attachment Submittals

- Requirements Compliance Matrix (Attachment B)
- Security and Privacy Maturity Questionnaire (Attachment C)

Tab 8 – Statement of Bonding Ability (if selected as method of performance guarantee)

Offers must be in possession of Aviation on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions section for complete information regarding the submission of Offers.