



REQUEST FOR PROPOSAL
RFP 25-FMD-007
CUSTODIAL SERVICES

City of Phoenix
Public Works
200 W. Washington St.
7th floor
Phoenix, AZ
85003

RELEASE DATE: May 15, 2024
DEADLINE FOR QUESTIONS: June 26, 2024
RESPONSE DEADLINE: July 3, 2024, 11:00 am

City of Phoenix
REQUEST FOR PROPOSAL
RFP 25-FMD-007
Custodial Services

1. Introduction	3
2. Instructions	5
3. Scope of Work	16
4. Evaluation Process	36
5. Standard Terms and Conditions.....	40
6. Special Terms and Conditions	53
7. Defense and Indemnification.....	68
8. Insurance Requirements	69
9. Submittals	72

Attachments:

A - Pricing Sheet

B - Facility Locations and Specifications

C - Cleaning Tasks and Frequency

Submittals:

Offer Page

Acceptance of Offer

Conflict of Interest and Transparency

Costs and Payments

Years in Business and References

Notices and Contacts

1. Introduction

1.1. Summary

The City of Phoenix Public Works Department is seeking proposals for Custodial Services for downtown facilities and Public Works locations.

1.2. Contact Information

Sean Wulfekuhle

Contracts Specialist II Lead
200 W. Washington St.
7th floor
Phoenix, AZ 85003
Email: sean.wulfekuhle@phoenix.gov
Phone: 602.534.0095

Department:

Public Works

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Audrey Mims) at (602) 256-3343/Voice or 711/TTY, or audrey.mims@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	May 15, 2024
Pre-Offer Conference (Non-Mandatory)	<p>June 21, 2024, 9:00am</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDc3MDk4YTctZGIZYi00NzY0LTlkZjltYzM1Nzg3ZGI4ZmJi%40thread.v2/0?context=%7b%22Tid%22%3a%2296b9695c-4f0e-42bd-8adf-ba755760346b%22%2c%22Oid%22%3a%226a42fd8b-ef0e-4ba7-9d5a-a76b0fb490dc%22%7d</p> <p>Meeting ID: 292 915 800 942</p> <p>Passcode: oRW6vA</p>

Site Visit	June 21, 2024, 10:00am City of Phoenix 200 W. Washington St. 7th Floor South East Conference Room Phoenix, AZ 85003 The Site Visit will begin immediately after the Pre-Offer Conference and the tour will start in Phoenix City Hall. Sites: 200 W. WASHINGTON STREET CALVIN C. GOODE BUILDING
Written Inquiries Due Date	June 26, 2024, 11:00am
Offer Due Date	July 3, 2024, 11:00am

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Custodial Services for downtown facilities and Public Works locations for a three-year term, with two (2) option years commencing on or about January 1, 2025, 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.

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. 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, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, 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 city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

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

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.

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

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

The City of Phoenix Public Works Department is accepting sealed in-person and carrier delivery offers (hardcopy) for this solicitation. Offerors are responsible for submitting the Offer (electronic and hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

Delivery of Offers: The Offer must be submitted in a sealed package/envelope marked with the following information:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Due Date

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

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

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

notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation.

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

2.16. 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; and,
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
 - 5. Contractor's location.
- 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.

2.17. 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, as long as the City cancels with a statement that the City will rebid the solicitation.

2.18. 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 amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

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

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.

2.19. Public Record

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

2.20. Late Offers

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

2.21. Right to Disqualify

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

2.22. 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.

2.23. Statement of Bonding Ability

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

2.24. Performance Bond

A performance surety in the amount of 10% of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor. Bond will need to be valid for the life of the contract term.

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: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

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

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. Equal Low Offer

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

2.28. 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.

2.29. 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.

2.30. Offers Not Within the Competitive Range

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

2.31. 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 nonresponsive, 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 otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.32. 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 the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

3. Scope of Work

3.1. Introduction

For the supply of custodial services for a three-year period with two one-year optional renewals in accordance with the following specifications.

- A. The City of Phoenix, Public Works Department ("City" / "Public Works Department") is seeking proposals from qualified companies to provide custodial services for three-year period with two one-year optional renewals in accordance with the following specifications. This is an all-inclusive, custodial cleaning service contract. The Contractor must adhere to the specifications set forth as a minimum and perform the requirements with expertise, knowledge and capability. The Public Works Department reserves the right to adjust service specifications at any time based on environmental changes, to accommodate schedules or security regulations, or to allow fixture changes within the space. The Public Works Department also reserves the right to make changes to service delivery and location as requirements dictate by either subtracting or adding locations.
- B. In an effort to be at the leading edge, the City of Phoenix is committed to providing the highest levels of service to our customers. In addition, Public Works is dedicated to exceptional customer service and will require the successful bidder to perform custodial services in an efficient, customer-friendly, well-run manner to meet the needs of our customers. In support of the City's dedication to provide exceptional customer service, the successful bidder should support and exercise good personnel and labor relation practices that will ensure a positive workforce, reduced turnover, improved retention, and maintenance of positive employee morale. A smooth transition for the initiation of custodial services to be provided through the contract resulting from this process is critical to the overall operations of the Public Works Department.
- C. To ensure consistency of coverage, in the event that the awarded vendor is unable to perform at any time during the contract's term, the City reserves the right to award the remaining contract period to the next lowest bidder.

3.2. General Information

- A. The Contractor shall provide cleaning equipment and cleaning products as specified in Cleaning Equipment Specifications and Environmental Preferred Products sections of this contract. The cleaning equipment and product specifications listed shall be considered as the minimum required to perform acceptable services at the facilities listed. It is not the City's intent to require a specific brand of product; however, the Contractor shall provide environmentally preferred cleaning products as required within this document. The City reserves the right to make exceptions to any criteria within this document on a case-by-case basis if no products meeting these criteria can be found that will achieve the City's desired cleaning standard. The City also reserves the right to obtain samples and conduct independent testing to verify product effectiveness,

compliance with the criteria below, and the accuracy of the Material Safety Data Sheets (MSDS).

- B. The Contractor shall furnish any and all cleaners; disinfectants; waxes; wax stripping materials to include ecology designed stripper pads and multiple sized trash liners, disposable bags for sanitary disposal, screened deodorant bars for toilets and urinals; urinal cartridge kits and any other products including paper towels and cloths, that would be required to provide the cleaning services specified herein. Cloths shall be color-coded to avoid cross contamination. Sufficient inventory of all supplies will be maintained at all times.
- C. The City will provide paper hand towels, toilet tissue, hand soaps, sanitary napkins, and toilet seat covers. The Contractor shall fill all soap and paper product dispensers, and the City will replace the batteries in the battery-operated dispensers/fixtures as needed. City provided paper products will not to be used by the Contractor for cleaning. Color coded clothes need to be used for all cleaning purposes.
- D. The Contractor shall be responsible for scheduling the daily cleaning to achieve the requirements specified herein to cover all functions of the custodial services and hard floor/carpet cleaning. Additionally, the Contractor must respond to all trouble calls, which may include notice of spills, debris, or biohazard cleanup. Work shall be scheduled in such a way that it does not disrupt the functions and normal day to day procedures of the City facilities. If the Contractor employee is called back to a facility after the custodian has completed the daily cleaning tasks OR the required on-site shift is completed, the Contractor will be compensated at the hourly rate specified in the pricing section, unless other arrangements are made. The City Contract Monitor will make the determination in asking that a custodian returns to a particular site. The cleaning requirements and standards of performance will be specified by the City Contract Monitor. **The Contractor is solely responsible for the cleanliness of the facility at all times.** Schedules can be changed or modified at the discretion of the City Contract Monitor.
- E. It is expressly understood by the Contractor that the intent of this Contract is to supply the complete custodial services for each of the buildings listed.
- F. The Contractor shall submit a Staff/Operations Plan with a complete cleaning work schedule for each service location to the Department Contact, Public Works Department, 200 West Washington Street, 7th floor, Phoenix, AZ 85003. Operations Plans with work schedules shall be submitted in person **within fifteen (15) calendar days of contract award** (after City Council awards the contract) for review and approval by the City Contract Monitor. City has the right to make final changes to Contractor Plan as needed to meet City standards.
- G. The City of Phoenix is to be sole judge of said quality and required frequency of services provided herewith.

- H. Each facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is unacceptable to the City of Phoenix, the Contractor will be required to increase staff or take necessary measures to provide acceptable cleanliness at no additional cost to the City. Special floor/carpet work, including spray buffing, machine scrubbing, high traffic carpet cleaning, and all upholstered furniture and cubicle partition cleaning, shall be performed separately from and in addition to the daily required cleaning schedules, and shall be included in the monthly contracted price for regular service. This must be scheduled by the Department Contact Monitor prior to any services. The Contractor must have sufficient manpower to prepare and complete the tasks at these sites. It may be necessary for the Contractor to move and replace furniture including tables, chairs, etc., as needed to complete the tasks. Care should be taken not to damage walls or disconnect appliances or equipment when moving furniture. **If damage does occur, Contractor shall repair damage and make whole at no charge to the City.** For security/safety reasons, no furniture or other items may be stored outside the building. All furniture will be returned to its original position unless otherwise instructed by the Department Contact.

3.3. Site Inspections

The Contractor or authorized agent, other than the site supervisor, will inspect all sites at the minimum rate of once a week per shift, unless otherwise stated, using the Quality Control Inspection Report form, Exhibit A, to ensure the work is performed as required by this contract. The site supervisor will sign in on the Sign-In Sheet at each location prior to starting the site inspection. Inspections are to include inspecting the site and notating findings on the Quality Control Inspection Report form provided by the City Contract Monitor for any problematic areas and shall include the following information:

- A. Satisfactory/Unsatisfactory cleaning.
- B. Checking all areas for additional maintenance needs.
- C. Contacting/interacting with on-site City staff.
- D. Ensuring that employees are wearing City and company issued badges.
- E. Inspecting all equipment to ensure performance.
- F. Checking supplies and restocking products ensuring availability at all times.
- G. Checking the MSDS for expiration dates and replacing outdated sheets.
- H. Supplying and filling out Hazardous Materials Identification System (HMIS) labels for products not imprinted with this information.
- I. Verifying that Sign In/Sign Out sheets are correctly filled in.
- J. Check in with employees for additional equipment needs.

3.4. Contractor Staffing and Operations Plan

- A. Contractor shall comply with the Staffing and Operations Plan proposed by Contractor and approved/amended by the City Contract Monitor.
- B. The City may from time to time, require modifications to the procedures set forth in the Staffing Plan to promote efficient administration and public convenience.
- C. The Staffing Plan will be kept current and on file at all times with the City Contract Monitor and must address the following:
 - 1. Contractor shall furnish all personnel and maintain staff levels necessary to provide the services required by and in accordance with this Contract.
 - 2. The City and/or Contractor shall make modifications to the Staffing Plan/Roster as appropriate to **maintain minimal staffing levels**. All changes are subject to City review and approval prior to any implementation.
 - 3. Employees and representatives of the Contractor's company should be sufficiently fluent in the English language to read and understand chemical labels and signs as well as converse with City management and other personnel. The Contractor's Supervisor, or delegate, must be fluent in the English language and should be able to communicate with the City Contract Monitor.
 - 4. The Contractor shall submit their current list of employees who have been cleared (E-Verify, Maximum Level, CJIS) and are ready to perform work under this contract thirty (30) days prior to the start of this contract and thereafter as needed to maintain current records. Changes in the employment list and facility assignment shall be reported to the City Contract Monitor no less than twenty-four (24) hours before the changes become effective, but not before background checks and badging are completed. Said list and changes are to be submitted to the City Contract Monitor, Public Works Department, Procurement Services Division, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003 via hand delivery or e-mailed to Department Contact.
 - 5. The Contractor shall provide appropriate training to employees prior to the beginning of service, as well as ongoing training, under this Contract to ensure competent performance of the work during scheduled hours. Each new and reassigned employee will receive onsite training by the Contractor during the first two (2) days of employment and follow up in the second week. Thereafter, additional training may be required or requested. The Contractor may be required to submit proof of training received by each employee and proof will be submitted to the City Contract Monitor.
 - 6. The Contractor is not allowed to employ undocumented workers to perform custodial services in or on City facilities.

7. Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff. All employees are to wear the designated uniform and have their ID badge visible at all times during their shift.
8. Contractor shall monitor schedule adherence and supervision shall be present at all times. Supervisor will communicate any issues or concerns with the City Contract Monitor. A supervisor needs to be designated to be able to communicate with the City Contract Monitor for each site.
9. The Contractor hereby agrees that any of its employees who may be assigned to the City of Phoenix buildings to satisfy Contractor's 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 other custodial work at the City of Phoenix facilities or other outside companies.
10. A Contractor employee who has been prohibited from working at a City facility because of breach of trust cannot be assigned to any other City facility.
11. The Contractor must ensure that all employees are trained in building evacuation procedures.
12. The Contractor will provide a Quality Assurance program and how work performance will be measured each day. Report any deficiencies or inadequacies to the City Contract Monitor promptly.

3.5. Employee Identification and Building Access

- A. All contracted employees must be in uniforms that have an easily visible company name or logo on the front and/or back on their shirt. All contracted employees (this does not include field or site assigned supervisors), must be in company uniform while on site. Uniforms are to be approved by the City Contract Monitor and are not to be dirty, stained, or torn. Employees shall not wear colors or clothing associated with gangs. Open-toed shoes, shorts, and skorts are not acceptable.
- B. All Contractor personnel, including owners, management, and supervisors, must wear City issued badge, clearly visible, at all times while on City premises. **NO EXCEPTIONS.**
- C. Contractor employees are forbidden access to designated restricted areas. Access to each building shall be as directed by the Public Works authorized representative. Contractor employees are not authorized access other than during scheduled hours for the custodial services. Any contractor employees that need to leave their assigned work area must notify the Department Contact.
- D. If applicable to the site, all doors/windows will be locked upon completion of cleaning. Custodial closets need to be locked at all times.
- E. Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings while in the process of performing the services described herein or

representing the Contractor as an employee authorized to perform these services. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

- F. Contractor must immediately report lost or stolen master key/badge to the City Contract Monitor and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen key/badge. A new key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new master key.

1. Replacement Master Key Fee: \$500.00 per key
2. Replacement Badge Fee: (Current rate per Section 6, paragraph 6.35)

- G. Any contracted employee no longer employed by the vendor must return their City issued ID Badge and/or keys within 72 hours upon exiting. If the contracted employee does not return the ID badge and/or keys, fees will be collected from the contracted owner.

3.6. Contractor's Performance Requirements

Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools and maintenance, cleaning chemicals, supplies, and other accessories required to perform the custodial services at the City's facilities designated in the Scope of this solicitation. All work shall be performed in strict accordance with the conditions, provisions, standards, and specifications described herein.

3.7. Quality and Acceptability of Work

City Contract Monitor shall decide and provide all answers to questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the City Contract Monitor performance becomes unsatisfactory, the City shall notify the Contractor, its authorized representatives, or agents.

3.8. Contacting the Contractor

The Contractor must have a telephone number that can be contacted immediately, anytime during a twenty-four (24) hour period. The Contractor's telephone number must be free of charge for City use.

3.9. Emergencies

An emergency call is a report of a condition/failure constituting immediate danger to personnel or property. This includes, but is not limited to, flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. For circumstances that interrupt or otherwise adversely impact property or occupant operations, the Contractor will respond within fifteen (15) minutes of notification, be on-site within sixty (60) minutes with appropriate equipment and remain on the job until the problem has been resolved or City representative gives permission to leave. If the Contractor employee is called back to a facility after the custodian has completed the daily cleaning tasks OR the required on-site shift is completed, by the City, the Contractor will be compensated at the hourly rate in the pricing section, unless

other arrangements are made. The City Contract Monitor will make the determination in asking that a custodian returns to a particular site.

3.10. Cleaning Response Time

Upon notice of unsatisfactory cleaning performance, the Contractor will have two (2) hours from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance.

3.11. Default

- A. Repeated incidents of unsatisfactory cleaning performance or failure to comply with other terms of the contract will result in a recommendation for termination for default.
- B. Termination for default of any portion of the contract shall result in termination of the entire contract.

3.12. Contract Reassignments

The awarded Contractor may not assign, subcontract, or franchise all or any part of the Contract without the express written approval of the Public Works Director.

3.13. Employee Strikes

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the City of Phoenix facilities which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during such period to perform the services of the Contractor using such materials or equipment used by the Contractor.

3.14. Work Schedule

Unless designated otherwise, the normal work week will be Monday through Friday, EXCLUDING CITY HOLIDAYS: New Year's Day; Martin Luther King, Jr. Day; President's Day; Cesar Chavez's Birthday; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Eve (1/2 a workday); and Christmas Day. Below lists the number of days, Monday through Friday (excluding City holidays), that Contractor staff is required to be on site.

A. WORK TIME DESIGNATIONS

1. Unless designated otherwise, the following time schedules are applicable:
 - a. Three (3) times daily – work to be performed three times during shift.
 - b. Two (2) times daily work to be performed twice during day shift. If evening shift hours are selected, work will be performed once during day shift and once during evening shift.
 - c. One (1) time daily work to be performed each day.
 - d. One (1) time per week (weekly) work to be performed once per week with a minimum of four (4) days apart.

- e. Two (2) times per week work to be performed twice per week with a minimum of two (2) days apart.
- f. Three (3) times per week work to be performed on Monday, Wednesday, and Friday.
- g. One (1) time per month (monthly) work to be performed once per month with a minimum of three (3) weeks apart.
- h. Two (2) times per month work to be performed twice per month with a minimum of two (2) weeks apart.
- i. One (1) time per contract year (yearly) – work to be performed once per contract year within the first sixty (60) days of each twelve (12) month period.
- j. Two (2) times per contract year – work to be performed twice per contract year with the first work to be performed within the first sixty (60) days of contract period and at six (6) months thereafter of each twelve (12) month period.
- k. Four (4) times per contract year (quarterly) – work to be performed at approximately ninety (90) day intervals with the first work to be performed within the first thirty (30) days of each contract year.

3.15. Additional City Requested Custodial Services

Contractor will perform Additional Services upon request of City Contract Monitor that are in addition to or separate from the services specified in this solicitation. These additional services may be scheduled during the daytime shift, afterhours, weekend, or City holidays. Contractor will be paid by the City based on the hourly labor rate or square footage rate specified by Contractor in **Attachment A – Pricing Sheet, under Additional Services**.

3.16. Cellular Phones

Contractor is to provide one (1) cell phone, as designated by authorized City representative for each specified site supervisor, with a replacement battery and electric charger for business communication, at Contractor's expense. The cell phone is to remain on site and stored with the Sign In / Sign Out Sheet (Exhibit B) at the end of the days shift. In the event the phone becomes broken or continues to malfunction, it must be replaced within twenty-four (24) hours along with all accessories.

3.17. Electronic Equipment

Contractor employees are **NOT** to clean any electronic equipment, including computers (PC) servers, wall mounted monitors, desk phone sets switches, keyboards, mice, and printers/copy machines in any City facility.

3.18. Facility Inspection Reports

Liquidated damages (LD) may be applied based on the scoring achieved and an unresolved unsatisfactory scoring through the facility inspection process. Passing scores must be achieved

on each of these two inspection protocols: (1) Performance, and (2) Safety, Security, Supply, and Training.

A. Inspection Procedures:

1. The City Contract Monitor will conduct inspections of the area(s) covered under this contract using a Quality Control Checklist to score performance. These inspections are planned events scheduled by the City Contract Monitor and the Contractor representative. The purpose of the inspection is to assess Contractor adherence to the Scope of Work for each facility as set forth by the City.
2. The Contractor supervisor or higher Contractor representative will be required to participate in a joint inspection of each location with the City Contract Monitor.
3. Each inspection will result in a written finding report which will be provided to the Contractor for follow-up. Each inspection report will include a cover page which will include the date the inspection was performed, the standards to which the Contractor was inspected, and a requested date for corrective action response. The report will also include a list of any outstanding performances observed during the inspection, a list of concerns and a list of suggested actions.
4. All findings must be addressed by the Contractor and a corrective action response form must be completed which will include a root cause analysis, immediate corrective action plan and a follow-up action plan including timelines.
5. If the Contractor is unable to respond to the inspection report within the requested time frame, an extension may be requested by the Contractor or its management and granted by the City Contract Monitor if unusual circumstances prevent compliance. If a response is not received by the City Contract Monitor within the agreed upon time frame, the City Contract Monitor will follow up with the Contractor and Liquidated Damages will be assessed. If the Contractor continues to be delinquent in providing a response, the request will be elevated to the City Contract Monitor's supervisor for further review and may result in a recommendation for termination for default.
6. Once the Corrective Action Report (CAR) form has been received, the Department Contact will evaluate the response to determine the completeness, applicability, and likelihood to prevent recurrence.
7. If a response is determined not to conform to the contract Scope of Work standards, the CAR will be returned to the Contractor management for clarification.
8. At the discretion of the City Contract Monitor, a follow-up inspection may be performed in those facilities that are assessed to be at a high risk for recurrence of noncompliance. A facility will be determined by the City as high risk based on past performance during this contract period.

9. Inspection Reports will be kept on file for a period of the length of the contract and will be used to help determine those Contractors in need of future inspections.

3.19. Sign In / Out Sheet

A City Sign In / Sign Out Sheet will be on site at each location (See Exhibit B for sample). The City Sign In / Sign Out Sheet must be filled out daily and contain following minimum information:

- A. All employees, including floor crew, supervisors and other Contractor representatives must legibly print name, date, arrival and departure times. All Contractor employees must log in and out individually on the Sign In / Sign Out Sheet. Employees must log in and out for lunch periods. All entries must be legible.
- B. Corrections on Sign In / Sign Out Sheet will consist of a single line through the error and initialed by the Contractor supervisor.
- C. For all buildings listed in this solicitation, all Contractor employees must sign in using the same name that is printed on their badge. It is the Contractor's responsibility to verify this information. Any deviation from this is grounds for default.

3.20. Samples / Demonstration

The Offeror may be required to furnish a list of products and equipment to be used at the facilities covered under this contract. Any sample(s) submitted and/or demonstrated shall create an express warranty that the whole of the goods/services shall conform to the submittal. All approved samples become the property of the City unless designated otherwise by the Contractor. If samples are necessary, the City will request those samples during the evaluation period.

3.21. Energy Conservation / Lock Up

Contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed.

3.22. Recycling / Garbage

The City Council has mandated that all City offices participate in the recycling program. Each City facility will have centrally located blue recycle collection receptacles for City staff to empty their individual recycle material into. Custodial staff will not be responsible for emptying the recycle or trash containers located at City employee's desks or workstations/offices. The custodial staff will be responsible for emptying the recycle materials from the centrally located blue receptacle(s) on an "as needed" basis into the recycle container(s) outside. Depending on the facility, common area (kitchenettes, conference rooms, and restrooms) garbage is to be picked up minimum once a day. Employee staff shall take all responsible steps to ensure that any recyclable material is deposited into the recycle containers only. Employee will empty their personal trash into the common collection area for the custodians to dispose in the authorized centrally located bulk container.

3.23. Pre Start-Up Meeting

- A. The successful Contractor shall be required to attend a start-up meeting with Public Works staff no less than 30 days prior to the contract start date after being awarded the contract. Such meetings will include a walkthrough of each facility.
- B. A Contractor supervisor shall be onsite to orient employees the first day of the agreement. Throughout the entire contract period, a Contractor supervisor shall be onsite to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

3.24. Additions, Deletions, and Changes

The City reserves the right to add, delete, or change an item, items, any portion of an item, or locations of the agreement with a fifteen (15) day notice to the Contractor. Additions and deletions (which will be amended through an executed Contract Amendment and agreed to by both parties) will result in added or deleted cost to the service fee which is in keeping with the contract prices of that item or like item. Changes to the agreement shall result in alteration of the fee which is consistent with the original contracted prices. Such additions, deletions, or changes shall not invalidate the contract and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

3.25. Safety Measures

- A. All Contractor Administration and Supervisor staff must be fluent in English (reading and writing). However, for better communication between the Contractor and the employees, the Contractor must provide the following information to the employees in both English and their native language:
 - 1. All MSDS.
 - 2. Labels on and for all containers.
 - 3. Custodial instructions and schedules.
- B. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
- C. The Contractor must ensure that all employees are trained in evacuation procedures. All employees will participate in fire or other facility evacuations.

3.26. Alteration of Work

The City reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the contract nor release the surety. The Contractor agrees to perform the work as altered; the same as if it had been a part of the original contract.

3.27. End of Contract Review

- A. Approximately fifteen (15) working days prior to the end of the contract, the Contractor's representative and the Department Contact will schedule a walk-through inspection of the facilities to review cleanliness.
- B. Contractor recognizes that the services provided by this Agreement are vital to the City's overall operations; that continuity thereof must be maintained at a consistently high level without disruption; that upon expiration of this Agreement a successor may continue these services; that this successor Contractor may need to obtain certain knowledge from current Contractor to ensure uninterrupted service; and that current Contractor must cooperate in order to effect an orderly and efficient phase-out transition.
- C. Accordingly, Contractor shall be required to provide phase-out orientation assistance, as requested, to City for up to fourteen (14) days following the new Agreement effective date.
- D. Phase-out orientation is needed to familiarize new Contractor and employees with operations. All correspondence shall be coordinated through the Department Contact during this orientation period. Assistance may be in person, telephone, or through electronic media, or as requested by City. Contractor shall be available to assist or answer questions during normal working hours, with same day response to Department Contact.
- E. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Outgoing Contractor shall be wholly responsible for providing the services called for by this Agreement during the phase-out period. Contractor agrees to cooperate with City in order to enhance the continuity and consistency of the services required by any resulting Agreement.

3.28. Meetings / Events

The downtown buildings host approximately 1,800 events each year. Custodial staff will be responsible for the daily set-up, tear down, and room clean-up in designated conference rooms. All adjacent restrooms are to be cleaned and restocked during this process as well. Multiple set-ups may be required per building each day. Custodial staff to work daytime events will be included in the monthly fee. Nighttime, weekend, and City holiday events will be paid in accordance with Attachment A – Pricing Sheet, Additional Services.

3.29. Hours of Operation

Sufficient custodial staff is required to perform all cleaning between the following hours of operation listed for each facility. **Custodial presence is required during the entire hours of operation for all facilities. Presence is required Monday through Friday, Excluding City holidays, unless otherwise requested by the Department Contact.**

Due to varying factors, the scheduled times and/or shifts may be changed by City, at City's sole discretion, to better fit City operations.

3.30. Facility Locations for Group 1

Day shift – An area supervisor is required to be on-site and available between the hours of 6:00 a.m. - 6:00 p.m. A lead will be assigned to each location from 6:00 a.m. – 6:00 p.m.

Day shift is defined as Monday through Friday from 6:00 a.m. - 6:00 p.m., excluding City holidays.

Contractor must ensure enough personnel for optimal performance of the custodial services as specified within this solicitation.

1	305 Building & 350 Room	305 W. Washington Street
2	Historic City Hall	17 S. 2 nd Avenue
3	Phoenix City Council Chambers	200 W. Jefferson Street
4	Calvin C. Goode Building	251 W. Washington Street
5	438 Building	438 W. Adams Street
6	304 Adams-Conference Room	304 W. Adams Street
7	310 Adams - Information Technology Services	149 N. 4th Avenue
8	Phoenix Channel 11 Studio City Auditors	140 N. 3rd Avenue
9	Phoenix City Hall	200 W. Washington Street
10	Phoenix Municipal Court Building	300 W. Washington Street
11	Phoenix Police Headquarters	100 W. Washington Street

3.31. Facility Locations for Group 2

1	27th Ave Transfer Station	3060 S. 27th Avenue
2	Broadway Neighborhood Resource Center	2405 E. Broadway Road
3	City Clerk Customer Service Center	2640 S. 22nd Avenue
4	Fleet Services Administration & Maintenance Shops	2441 S. 22nd Avenue
5	Facilities Management	2631 S. 22nd Avenue
6	Okemah Service Center	3828 E. Anne Street
7	Salt River Service Center	3045 S. 22nd Avenue
8	Streets Design & Construction	1034 E. Madison Street
9	Streets Traffic Services Field Office	1101 E. Jefferson Street

10	Streets Traffic Signal Shop	2141 E. Jefferson Street
11	Glenrosa Service Center	4019 W. Glenrosa Avenue 4020 W. Glenrosa Avenue 4035 W. Glenrosa Avenue 4155 W. Glenrosa Avenue
12	North Gateway Transfer Station	30205 N. Black Canyon Highway
13	Neighborhood Services Graffiti Warehouse	3325 W. Flower Street
14	Employee Driver Training Academy	3535 S. 35th Avenue
15	Union Hills Service Center	138 E. Union Hills Drive

3.32. Facility Specifications

- A. Section 3 – Scope of Work, Item 36, Cleaning Tasks and Frequency apply to all buildings unless otherwise stated in building DETAILED CLEANING.
- B. Section 3 – Scope of Work, Item 37, Cleaning Standards apply to all buildings.
- C. Detailed staff cleaning schedules will be developed between Contractor and Department Contact to meet all daily, weekly, monthly cleaning requirements.
- D. Off-hour floor/carpet work is to be scheduled with Department Contact.
- E. City personnel will be responsible for removing trash and recycling from their workstation and depositing it into a central trash and recycling receptacles located on each floor and replacing Contractor provided plastic liners.
- F. There are 100-pound trash and recycle barrels that must be pushed up an incline as part of the daily work routine.
- G. Each custodial closet is to be equipped with a dilution control system.
- H. Parking for contract staff is not provided.

3.33. Cleaning Standards

The following standards shall be used by the Department Contact in evaluating custodial service.

A. **DAMP MOPPING**

- 1. A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.

B. **DUSTING**

- 1. A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths.

C. FLOORING

1. **BUFFING OF FINISHED FLOOR SURFACES:** All finished floor areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non skid or approved floor finishes will be used.
2. **FINISHED FLOOR (APPLICATION):** Apply even coats of sealer and allow ample time, at least thirty (30) minutes, to dry between applications. Allow last coat to dry one (1) hour before applying finish. Apply three (3) coats of finish, allowing ample drying time between applications. Follow manufacturers specifications.
3. **FLOOR FINISH REMOVAL (STRIPPING):** Removal is accomplished when surfaces have all finish removed down to the flooring materials and are free of all dirt, stains, deposits, debris. Remove all solution and standing water by the use of a wet/dry vacuum. Apply a neutral rinsing agent to the scrubbed area and remove with a wet/dry vacuum. Damp mop rinse all stripped flooring with clean water twice. Allow floor to dry.
4. **HARD SURFACES FLOOR TASK:** This task includes stripping, re-waxing and/or sealing of the hard surface floors and shall be performed separately from and in addition to the daily required duties and shall be included in the bid price. The Contractor shall coordinate the schedule of this task with the Department Contact.

D. RAISED COMPUTER ROOM FLOORING

1. Floor is to be mopped using a neutral cleaner. Mop is to be wrung-out so mop is barely damp and no excess water drops off the mop. Raised flooring to be dry buffed using a white buffing pad. The buffing task is to be performed as part of weekly floor requirements.

E. GLASS CLEANING

1. Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and have a uniformly bright appearance and adjacent surfaces have been wiped clean.

F. METAL CLEANING

1. All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.

G. PLUMBING FIXTURES AND DISPENSER CLEANING

1. Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains.

H. SCRUBBING

1. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, or marks and standing water and floor has a

uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. SPOT CLEANING

1. A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

J. SPOT CLEANING CARPETS

1. A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers and is in accordance with the manufacture's maintenance guidelines.

K. SWEEPING/VACUUMING

1. A properly swept floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit.

L. WALL WASHING

1. After cleaning, the surfaces of all walls, ceilings, exposed pipes, and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.

3.34. Cleaning Equipment / Supplies Specifications

Routine cleaning equipment list shall be placed onsite at start of Contract and remain on-site throughout duration of contract.

A. LIGHTER DUTY CLEANING EQUIPMENT/SUPPLIES

1. OSHA safety rated fiberglass six (6) foot and eight (8) foot folding ladders.
2. 100-foot electrical extension cords.
3. 50-foot water hose and spray nozzle
4. Clean color-coded microfiber cloths to avoid cross contamination.
5. Curved pip brush for high dusting.
6. Eraser cleaner/powder.
7. Extension poles.
8. Hand size cellulose sponges.
9. Large waste collection barrel(s) and supply carrying bag(s).
10. One quart plastic bottles of lotion-type cleanser.

11. Plastic liners for all waste receptacles up to and including 90 gallon cans (disposable).
12. Plastic or metal sieve/strainer to filter cigarette butts out of the sand in butt urns (ashtrays).
13. Plastic spray bottles with detergent solutions, carpet spotter.
14. Plastic spray bottles with glass cleaner.
15. Push broom.
16. Putty knives with 1- inch blades.
17. Radiator brushes for dusting hard-to-get-at and rough surfaces.
18. Short handled, small dust mop(s) for low and high dusting.
19. Squeegee – various sizes.
20. Stainless steel polish in plastic container.
21. Variety scrubbing brushes.

B. RESTROOM CLEANING EQUIPMENT/SUPPLIES

1. "Restroom Closed for Cleaning" signs
2. "Wet Floor" signs
3. Bowl mop or brush
4. Disinfectant detergent in spray bottle
5. Disposable bags for sanitary napkins
6. Disposable rubber/latex/nitrite gloves
7. Enzyme
8. Plastic buckets
9. Pumice stone
10. Quart plastic bottle of bowl cleaner
11. Separate Mop marked "For Rest Room use Only"
12. Small brooms with 36-inch handles and long handled dustpan
13. Urinal deodorant bar (must be of a type that is enclosed in screen and will not allow the deodorant part to damage the plumbing by clogging the drain).

C. ROUTINE FLOOR/CONCRETE CARE EQUIPMENT

1. Broom with 36-inch handle

2. Doodle bug
3. Extension Cords
4. Floor machines with 175-300 rpms driving block
5. High Speed Buffing Machine
6. Mopping outfits
7. Plastic dustpan with handle
8. Putty knife or long handle scrapers
9. Safety, wet floor signs, freestanding, yellow, plastic
10. Spray buff pads
11. Spray buff solution in spray bottle
12. Three (3) foot dust mops for large open areas
13. Twenty-four (24) inch swivel dust mops
14. Various floor machine brushes for hammered concrete and ceramic and porcelain floors
15. Wet/Dry Vacuum
16. Push sweeper/electronic for hard concrete floor sweeping.

D. ROUTINE CARPET CARE EQUIPMENT/SUPPLIES

1. 2-gallon Pump-up Compression Sprayer
2. 20-inch Floor Machine with 4-gallon shampoo tank
3. Backpack vacuum with (or equal to) 63-inch to 100-inch static lift, 112 to 150 cubic feet per minute, 68 to 70 decibels (allows City personnel to conduct telephone conversations while vacuuming is in operation), four level filtration system: 908 square-inch to 1136 square-inch total area, 10-quart filter capacity, full tool kit and 50-foot cord. Must be CRI (Carpet & Rug Institute) Green Label certified (bronze or better). Green label criteria and lists of compliant models may be found at: <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>
4. Bonnet Pads with Scrubbing Strips
5. Carpet Shampoo Solution
6. Dust buster or other handheld cordless type vacuum
7. Dustpan with handle
8. Extraction Machine with accessories

9. Gum Remover

10. HEPA FILTER COMMERCIAL UPRIGHT VACUUM – Pile lifter with a single 10-amp motor with tools on board, 65 – 79 decibels (allows City personnel to conduct telephone conversation while vacuuming is in operation), and 10" to 16" wide cleaning path. Must beCRI (Carpet & Rug Institute) Green Label certified (bronze or better). Green label criteria and lists of compliant models may be found at: <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>

11. Manual hand sweeper

12. Neutralizing Solution

13. Pre-Spray (Pre-Treat) Solution

14. Quart Spray Bottles

15. Shower-feed Carpet Brush

16. Small broom with 36-inch handle

17. Spot cleaning solution

18. Utility Brushes

E. SPECIAL CLEANING EQUIPMENT

1. 20-inch HIGH VARIABLE SPEED BURNISHERS

- a. Shall have a minimum of 1,500 rpm and capable of burnishing large areas quickly. Brush and pad attachments included.

2. AUTOMATIC SCRUBBER

- a. Shall have 17-gallon recovery and solution tanks, self-contained walk behind scrubber, and be adjustable to clean all types of floor surfaces. Brush and pad attachments included.

3. GROUT CLEANING MACHINE

- a. Machine shall be capable of cleaning grout behind and under bathroom fixtures. Brush and pad attachments included.

4. SELF-CONTAINED CARPET EXTRACTION MACHINE

- a. This machine shall:
 - i. Be automatic, electric, variable speed control with the ability to operate faster for interim cleaning or slower for restorative cleaning:
 - ii. 20-inch cleaning path
 - iii. 15-gallon solution and recovery tanks

- iv. 100psi pump to spray solution
- v. 3-stage vacuum motor for water and soil recovery
- vi. Attachments to clean upholstery
- vii. Removed dirt and residue without over wetting carpet
- viii. NOTE: Cleaning equipment needed for these facilities includes but is not limited to the equipment listed in this section.

4. Evaluation Process

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	<p>Operations Plan</p> <p>Provide a comprehensive operations plan that meets all requirements of the Scope of Work, including the following:</p> <ul style="list-style-type: none"> A. A staffing plan to include standard weekly hours for frontline supervisors, leads, management and custodial staff schedules for each shift at each location listed in the Scope of Work. B. An employee training plan to include the following: <ul style="list-style-type: none"> 1. Initial employee training program. 2. Proper and safe use of equipment and general maintenance. 3. The safe and proper use of donning and doffing PPE. 4. Customer assistance and interaction with City employees. 5. Recordkeeping and training related to OSHA safety standards, blood borne pathogens, and other required safety programs including COVID mitigation. 6. Safe and proper use of chemicals and storage. 7. Ongoing and recurrent training as the environment changes. C. Cleaning Plan related to event/meeting activity that includes hard floor and carpet maintenance for locations. D. Response time to emergency calls, bio-fluid and spill cleanup. E. Transition plan for the phasing in and phasing out of services. F. Hiring and onboarding plan. G. Describe any offerings to your staff members that encourage loyalty and longevity, including rewards, incentives, or other morale-building programs. 	Points Based	<p>275 (27.5% of Total)</p>
----	--	--------------	---------------------------------

2.	<p>Quality Assurance Program/Correction Capability</p> <p>Provide a proposed quality assurance program plan, including the following:</p> <ul style="list-style-type: none"> A. Proactive plan to monitor work performance. B. Identifying and correcting deficiencies in quality of work provided before level of performance becomes unacceptable. C. Electronic recordkeeping system required for reports, inspections, and corrective actions. D. Defined schedule and instructions for conducting inspections, audits, documentation, and weekly reporting, etc. E. Compliant resolution program. F. A response plan to correct unsatisfactory cleaning performance. 	Points Based	250 (25% of Total)
3.	<p>Experience and Qualifications</p> <p>Provide a history of the business including the date established, the length of time that the firm has been operating, and the length of time the firm has been providing the requested custodial services. Offeror must submit documentation describing the Manager's and direct supervisor's qualifications and experience, including the following:</p> <ul style="list-style-type: none"> A. Resume describing background and experience. B. Years managing custodial services in a large facility or facilities within the same campus locations. C. Describe experience managing a workgroup of at least 40 employees in a 24/7 environment that includes holidays and weekends. D. References (excluding the City of Phoenix) demonstrating leadership, effectiveness, responsiveness, and staffing ability. 	Points Based	250 (25% of Total)

4.	Pricing Completion of Attachment A - Pricing Sheet	Points Based	175 (17.5% of Total)
5.	Recruitment and Retention Plan A. Provide a proposed recruitment plan to attract highly qualified staff. B. Provide a proposed retention plan to reduce employee turnover rate.	Points Based	50 (5% of Total)

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

"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).

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

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

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

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

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

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. Exhibits
 9. Instructions to Contractors
 10. 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 Contractor 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.

- G. **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.
- H. **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.
- I. **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, 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:
 - a. In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - b. In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - c. 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;

- d. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - e. 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 the Department 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.

6. Special Terms and Conditions

6.1. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): various City locations.

6.2. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

6.3. 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.

6.4. 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

6.5. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.6. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

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

6.8. 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.

6.9. 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.

6.10. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.11. Post Award Conference

A post-award conference may 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.

6.12. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.13. 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.

6.14. Exclusive Possession

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

6.15. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

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

6.16. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$250.00. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

6.17. Communication in English

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

6.18. Contractor Assignments

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

6.19. Final Inspection and Approval

The Contractor will request the City’s authorized Department representative to conduct a site inspection after the project is complete. City’s authorized Department representative 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 authorized Department representative. Final project approval is contingent upon the City authorized Department representative’s final inspection and written approval.

6.20. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

6.21. Telephone Use

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

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

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

6.22. Transition of Contract

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

6.23. Types of Work Supervision

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

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.

6.28. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

6.29. 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.

6.30. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

6.31. Employee Identification and Access

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

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

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

6.32. Key Access Procedures

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

6.33. Stolen or Lost Badges or Keys

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

6.34. Return of Badge or Key

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

6.35. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

6.36. Background Screening – Maximum Risk

- A. Determined Risk Level: The current risk level and background screening required is **MAXIMUM RISK**.
- B. Maximum Risk Level: A maximum risk background screening will be performed every **five** years when the Contract Worker's work assignment will:
1. work directly with vulnerable adults or children, (under age 18); or
 2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 3. unescorted access to:
 - a. City data centers, money rooms, high-value equipment rooms; or
 - b. unescorted access to private residences; or
 - c. access to critical infrastructure sites/facilities; or
 - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

6.37. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

6.38. Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- Sexual offender search

- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

6.39. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. 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.
- H. 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.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.
- M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.
- N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.
- P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 3. Any outstanding warrants (including traffic and parking violations).
 - 4. A person currently on parole or probation.
 - 5. A person currently involved in an investigation

6.40. CJIS Security Addendum

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.9.1, dated October 1, 2022), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological

capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

6.41. 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.

6.42. 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.

6.43. 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.

6.44. 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.

6.45. 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. 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 - 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.

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.

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) - \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to 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.

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. 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 Public Works Department, Audrey Mims, 200 W. Washington St, 7th floor, Phoenix, AZ 85003 Email: audrey.mims@phoenix.gov.

8.7. 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.

8.8. 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 Public Works Department Audrey Mims 200 W. Washington St, 7th floor, Phoenix, AZ 85003 Email: audrey.mims@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.9. 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.

8.10. 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. Solicitation Response Check List

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

The written offer must include:

- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience demonstrating a minimum of five years experience, responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal (Attachment A - Pricing Sheet) with all requested prices, quantities, and/or discounts completed.
- C. Statement of Bonding Ability
- D. Submittal Forms - Complete and sign the following submittals:
 - 1. Costs and Payments
 - 2. Place of Business
 - 3. Years in Business and References
 - 4. Notices and Contacts
 - 5. Contractor Licensing Requirements
 - 6. Conflict of Interest and Transparency Form
 - 7. Offer page
 - 8. Addenda, (if applicable)
- E. Acceptance of Offer

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

9.2. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Custodial Services, that will be purchased under this contract. The City reserves the right to add, change or delete quantities, items or locations as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

EXHIBIT A

Quality Control Inspection Report				
Site:		Date:		
Address:		Reviewed By:		
Custodial Contractor:		Previous Review Date:		Previous Score:
This form is for the Contractor and City Contract Representative to conduct quality inspections. Scoring correlates to the contract.				
Due:		Contractor to submit this form to the Contract Representative within 5 working days from the end of the review period.		Scoring: A QC score of 3 or better is compliant
3 = Meets Standards		2 = Below Standards		1 = Unacceptable
Category	Notes required for < 3 rating. Details, Specify What, Where, Why	Cleanliness Rating	Corrective Action	Date Corrective Action Completed
1 Entrance/Exits		enter 1, 2 or 3		
2 Patios		enter 1, 2 or 3		
3 Restrooms		enter 1, 2 or 3		
4 Showers		enter 1, 2 or 3		
5 Lunchrooms		enter 1, 2 or 3		
6 Kitchens		enter 1, 2 or 3		
7 Offices		enter 1, 2 or 3		
8 Meeting Rooms		enter 1, 2 or 3		
9 Drinking Fountains		enter 1, 2 or 3		
10 Elevators/Escalators		enter 1, 2 or 3		
11 Stairs/Landings		enter 1, 2 or 3		
12 Carpet		enter 1, 2 or 3		
13 Floors (non-carpet)		enter 1, 2 or 3		
14 Custodial Closet		enter 1, 2 or 3		
15 Lights, covers, vents		enter 1, 2 or 3		
16 Walls		enter 1, 2 or 3		
17 Doors/Frames		enter 1, 2 or 3		
18 Glass Doors/partitions/windows		enter 1, 2 or 3		
19 Trash / recycle bins		enter 1, 2 or 3		
20 Other		enter 1, 2 or 3		
21 Other		enter 1, 2 or 3		
22 Other		enter 1, 2 or 3		
23 Other		enter 1, 2 or 3		
24 Other		enter 1, 2 or 3		
25 Other		enter 1, 2 or 3		
26 Other		enter 1, 2 or 3		
27 Other		enter 1, 2 or 3		
28 Other		enter 1, 2 or 3		
29 Other		enter 1, 2 or 3		
30 Other		enter 1, 2 or 3		
31 Other		enter 1, 2 or 3		
32 Other		enter 1, 2 or 3		
33 Other		enter 1, 2 or 3		
34 Other		enter 1, 2 or 3		
35 Other		enter 1, 2 or 3		
36 Other		enter 1, 2 or 3		
36	Total Items	Overall Inspection Rating	0.00	Enter this number in Attachment A - Quality Control row
Notes:	Delete <u>data</u> in rows that are not used for rating - do not delete the rows. If you need to add rows - enter the sequential numbers in column B (...37, 38, 39...)			

EXHIBIT B

[illegible]