



INVITATION FOR BID
IFB-24-0351
VEHICLE RENTAL SERVICES

City of Phoenix
Finance Central Procurement
251 West Washington Street, 8th Floor
Phoenix, AZ 85003

RELEASE DATE: June 07, 2024
DEADLINE FOR QUESTIONS: June 25, 2024, 2:00pm
RESPONSE DEADLINE: July 02, 2024, 2:00pm

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Attachments and Submittal Forms:

Attachment A - Vehicle Rental Services Pricing Sheet – IFB-24-0351 (Attached Separately)

Attachment B - List of Airport Names – IFB-24-0351

Submittals - 24 Hour Emergency Contact rev 2-2023.

Submittals - Conflict of Interest and Transparency rev 2-2023

Submittals - Contractor Information rev 2-2023

Submittals - Costs and Payments rev 2-2023

Submittals - Debarment & Exclusion rev 2-2023

Submittals - Offer Page rev 3-2023

Submittals - Place of Business rev 2-2023

Submittals - References rev 2-2023

1. Introduction

1.1. Summary

The City of Phoenix ("City") is seeking a contractor(s) to provide vehicle rentals in good mechanical and physical condition to serve the intended function and purpose as describe herein. The services shall include, but are not limited to, the ability for City Personnel to make reservations by various methods, provide vehicle and City Personnel pick-up and drop-off, after hours vehicle pick-up and return, and roadside assistance. The rental of vehicles include, not are not limited to, vehicle classes such as compact, intermediate, full size, minivans, 12-15 passenger vans, handicapped accessible vans, and box trucks on an "as needed" basis.

In addition to vehicle rentals in good mechanical and physical condition to serve the intended function and purpose as describe herein, the City of Phoenix Fire Department is seeking discounted rates for vehicle rentals during federal emergency situations to be used out of Arizona if needed. The Arizona Task Force 1 ("AZ-TF1") is one of 28 Federal Emergency Management Agency (FEMA) task forces in the United States. AZ-TF1 team is based in Phoenix, Arizona and both sponsored and managed by The Phoenix Fire Department. AZ-TF1 remains in a constant state of readiness for rapid deployment with competencies in; swift water rescue, technical rescue, structural collapse and heavy rescue, hazardous materials detection, emergency paramedicine, canine live find, and human remains detection. AZ-TF1 mission is to maintain preparedness for an activation and response to urban search and rescue environments on both a local and national level. To successfully fulfill this mission, AZ-TF1 will continuously build those capabilities necessary to effectively plan, prepare, respond, and perform in those communities overwhelmed by the impact of a large-scale incident.

The City requires statewide coverage for all counties which includes rental offices located within airport terminals and in the area of airport property designated specifically for car rental services. Additionally, any vehicle rental services may be located in satellite offices to serve the needs of the City. It is the intent of the City to award multiple contracts based on price for each vehicle group. Vehicle Rentals Services must be available throughout the State of Arizona.

1.2. Contact Information

Alejandro Rozenberg

Finance Procurement Officer

251 West Washington Street, 8th Floor

Phoenix, AZ 85003

Email: alejandro.rozenberg@phoenix.gov

Phone: [\(602\) 495-5456](tel:(602)495-5456)

Department:

Finance Central Procurement

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 (Alejandro Rozenberg) at (602) 495-5456/Voice or 711/TTY, or alejandro.rozenberg@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	June 10, 2024
Pre-Offer Conference (Non-Mandatory)	June 18, 2024, 2:00pm WEBEX Meeting in local Phoenix time. Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m680b5ea67b2087568b72d7f7d4f5f007 [cityofphoenix.webex.com] Join by meeting number Meeting number (access code): 2630 399 4057 Meeting password: gqSYW23wGv2 Tap to join from a mobile device (attendees only) +1-415-655-0001 US Toll Access code: 2630 399 4057
Written Inquiries Due Date	June 25, 2024, 2:00pm
Offer Due Date	July 02, 2024, 2:00pm Please submit Offer to Procurement@phoenix.gov

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Vehicle Rental Services for a five-year contract commencing on or about September 01, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

2.2. City's Vendor Self-Registration and Notification

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

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, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. 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.

Offers must be submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number

D. Solicitation Title

E. Offer Opening Date

F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

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 business 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

A. 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.

- B. Offeror must be able to provide statewide vehicle rental services described in this solicitation.
- C. Contractor must have and maintain full-time company representation located in the Phoenix metropolitan area, with the ability and authority to address all contract issues that may arise.

2.16. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **14 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.17. Award of Contract

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

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.18. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting,

posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

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

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

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

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

2.19. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an 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.

2.20. Public Record

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

2.21. Late Offers

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

2.22. Right to Disqualify

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

2.23. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. 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.

2.24. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and 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 will render an Offer nonresponsive.

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

3. Scope of Work

3.1. Definitions

- A. **Brand** – Contractor’s affiliate, subsidiary, or sister company (a subsidiary that is owned by the same parent company as the Contractor) engaged in the business of renting vehicles.
- B. **Business Associate** – A duly licensed driver who is traveling with the Renter for the purpose of conducting City business or performing official duties and is either: 1) a Customer’s employee, or 2) an employee of a City contractor, vendor, or supplier, or 3) a volunteer performing an official City function.
- C. **Business Use or Business Rental** – Renter’s use of rental vehicle to conduct work activities authorized by the Customer.
- D. **Class** – The category of rental vehicle.
- E. **Clean Vehicle** – A rental vehicle in “like new” condition, with a washed exterior and free of dirt, debris, mud, and bug residue; a clean interior free of trash and vacuumed; clear windows with no glare or film; and no residual odors, smoke, or cigarette smell.
- F. **Compact Car** – A compact car is a smaller vehicle than economy cars that seats up to five people and can accommodate about two-three small to medium-sized bags or suitcases. This type of car is easy to park, plus gets excellent gas mileage.
- G. **Compact SUV** – A compact SUV provides plenty of room for bags, plus nimble handling that is great for city driving. This SUV seats up to five people and can accommodate about three medium-large bags or suitcases.
- H. **Customer** – The City or any eligible user that procures services under the Contract.
- I. **Daily Rental** – Rental that is one (1) 24-hour period in length.
- J. **Economy Car** – Economy cars are smaller vehicles that typically seat up to four passengers, contain adequate storage space for luggage, accommodate about two-three small to medium-sized bags or suitcases, have high fuel economy, and are easy to maneuver through traffic.
- K. **Full Size Car** – This car is the largest class size for cars that are not SUVs, trucks, or vans. They have 4 doors, are the most roomy and spacious of all cars and can accommodate up to four medium-sized bags or suitcases.
- L. **Full Size SUV** – A full size SUV that can accommodate up to seven people and offer third row of seating along with plenty of room for luggage.
- M. **Full Size Hybrid** – This vehicle is similar to the Full-Size vehicle that uses two or more distinct types of power to move the vehicle.

- N. **Intermediate Car** – Also referred to as a midsize car, is a sedan that offers more space than a compact while still being very fuel efficient. This car seats up to five people and can accommodate about three medium-large bags or suitcases.
- O. **Intermediate SUV** – Also referred to as a midsize SUV. SUVs have a perfect balance of a larger interior with the easy driving of a sedan. This SUV seats up to five people and can accommodate four medium-large bags or suitcases.
- P. **Large Pickup Truck** – A pickup truck has the space, power, and durability to for hauling and moving. This truck seats up to five people and can accommodate about four large bags or suitcases.
- Q. **Large Passenger Van** - This vehicle can accommodate a group of 8-15 people. This van can be offered in different configurations including removal of back rows if extra cargo space is necessary.
- R. **Monthly Rental** – Rental that is thirty (31) days in length.
- S. **Pickup Truck** – A pickup truck is great for hauling smaller items that won't fit in on a car and can seat a minimum of 3 people.
- T. **Standard Car** – A standard car rental is a larger sedan, which provides more room for passengers and can fit an additional bag in the trunk compared to an intermediate car.
- U. **Standard Hybrid Car** – This car is like the Standard Car that uses two or more distinct types of power to move the vehicle.
- V. **Standard SUV** – A standard SUV rental provides plenty of room for passengers and luggage. This SUV seats up to five people and can accommodate up to five large bags or suitcases.
- W. **Renter** – A Customer's authorized representative or employee who is authorized to rent vehicles for travel.
- X. **Weekly Rental** – Rental that is seven (7) days in length.

3.2. General Requirements

The Contractor shall:

- A. Provide Customers with rental vehicle services for in-state and out-of-state travel.
- B. Provide vehicles to any Renter who possesses a valid driver's license and proof of employment by a Customer, is at least 18 years of age, and has a form of payment allowed under the rental agreement. Contractor shall not require any additional prequalification either via oral or written inquiry, and Contractor shall not apply a minimum age surcharge to Business Rentals.
- C. Provide quality, dependable and reliable customer service.

- D. Be licensed and meet all of the applicable requirements of Maricopa County, the Arizona Department of Motor Vehicles and any Arizona Department of Public Safety rules and regulations for safe automotive transportation
- E. Secure, maintain, and pay for any federal, state, and local licenses required to provide the services described in this Contract.
- F. Keep rental information and records arising under this Contract confidential.
- G. Forward any parking tickets and red light camera violations which are time sensitive immediately to the City's department that authorized and occupied the rental vehicle at the time such violation occurred; not to exceed two weeks from the date of the violation notice.

3.3. Vehicle Requirements

The Contractor Vehicles shall:

- A. Must have the following minimum standard equipment: automatic transmission, power steering, power brakes, power locks, power windows, air conditioning, AM/FM radio, air bags, cruise control, and all season radial tires.
- B. Include but not be limited to compacts, sedans (gasoline, hybrid and hybrid), Sports Utility Vehicle (SUVs), Vans, Trucks, and Passenger Vans (up to 18 passengers).
- C. Contain a full-size spare tire and wheel, a tire jack, to match other equipment manufacturer, Original Equipment Manufacturer (OEM), on all trucks.
- D. Contain skid plate package and anti-slip differential for $\frac{3}{4}$ ton and 1 ton two-wheel drive trucks.
- E. Not exceed the Arizona legal requirements for tinted windows.
- F. Contain rear view mirrors on driver and passenger doors.
- G. Contain cloth seats with floor mats and carpeted interior.
- H. Contain at least seven (7) seatbelts to accommodate a driver and 6 passengers on all minivans.
- I. Have all required licenses and be maintained in a safe operational condition in accordance with manufacturer's requirements, industry standards, and all applicable laws.
- J. Have less than 60,000 miles on the odometer, unless authorized in writing in advance by the Department to offer vehicles with higher mileage. Contractor certifies that odometer and original miles are accurate.
- K. Passenger vans shall be less than 6 years old, unless authorized in writing in advance by the Department to offer older vehicles
- L. Be readily available at designated pick-up location.

- M. Contain a full tank of gas at the time of pick up.
- N. Be free of Contractor's emblems and logos.
- O. Be delivered to the Renter as a Clean Vehicle that has been properly serviced, at the time of vehicle pickup.
- P. Be in good and working order and that the vehicle is not displaying warning lights or symbols, the vehicle has the proper fluid and coolant levels, the tires have been inspected for tread wear and inflation level, the breaks are not squealing, and wiper blades are functional.
- Q. Be in a "like new" condition with no body damage or mechanical problems.
- R. In inclement winter weather, and upon request, vehicle must be equipped with snow tires or chains as appropriate and furnished with an ice scraper.
 - 1. Contractor may charge the additional fee, if any, identified in the rental agreement for the rental of tire chains.
 - 2. Contractor shall provide instruction to the Renter on the proper installation of tire chains. Renters are not responsible for chain damage to the vehicle.
- R. If available, Contractor shall provide hand controls for the disabled when requested by the Renter.
- S. All vehicles rented under this Contract shall be non-smoking.

3.4. Contracted Vehicle Classes

A. Car Classes - The Car Classes of vehicles listed are desired by the City. The Contractor may bid on the following Classes of vehicles available for rent under this Contract:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
Car	Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Intermediate / Midsize	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

Car	Full Size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Standard Hybrid	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Full Size Hybrid	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Electric Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Electric Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Electric Intermediate/Midsize	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Electric Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Car	Electric Full size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

B. SUV Classes - The Contractor may bid on the following Classes of vehicles available for rent under this Contract:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
SUV	Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Intermediate / Midsize	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

SUV	Full Size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Electric Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Electric Intermediate / Midsize	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Electric Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
SUV	Electric Full Size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

C. Truck Classes - The Contractor may bid on the following Classes of vehicles available for rent under this Contract:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
Truck	Pickup	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	½ Ton Pickup / Large	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	¾ Ton Pickup / Large	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	1 Ton Pickup / Large	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	Electric Pickup – 1/2 Ton	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	Electric Pickup – 3/4 Ton	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Truck	Electric Pickup – 1 Ton	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

D. Cargo Van Classes - The Contractor may bid on the following Classes of vehicles available for rent under this Contract:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
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Cargo Van	Up to 1,480 lbs. Payload / Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Cargo Van	Up to 3700 lbs. Payload / Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Cargo Van	Up to 4080 lbs. Payload / Heavy Duty	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Cargo Van	Electric Cargo Van - Up to 1,480 lbs. Payload / Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Cargo Van	Electric Cargo Van - Up to 3700 lbs. Payload / Standard	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Cargo Van	Electric Cargo Van - Up to 4080 lbs. Payload / Heavy Duty	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

E. Passenger Van Classes - The Contractor may bid on the following Classes of vehicles available for rent under this Contract including, but not limited to vans with handicap accessibility:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
Passenger Van	Mini Van (7-8 Passenger)	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	Mini Van (7-8 Passenger) w handicap accessibility	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	12 Passenger Van	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	12 Passenger Van w handicap accessibility	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	15 Passenger Van	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

Passenger Van	15 Passenger Van w handicap accessibility	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	Electric Passenger Van (7-8 Passenger)	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	Electric Passenger Van (12 Passenger)	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Passenger Van	Electric Passenger Van (15 Passenger)	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

F. Box Truck Classes - The Contractor may bid on the following Classes of vehicles available for rent under this Contract including, but not limited to box trucks with lift gates:

City Class	Category	Type	Transmission	Fuel/Air Conditioning
Box Truck	15-16' Box Truck	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	15-16' Box Truck w lift gate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	20' Box Truck	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	20' Box Truck w lift gate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	24' Box Truck	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	24' Box Truck w lift gate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	26' Box Truck	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

Box Truck	26' Box Truck w lift gate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	Electric Box Truck 15-16'	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	Electric Box Truck 20'	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	Electric Box Truck 24'	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Box Truck	Electric Box Truck 26'	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

3.5. Vehicle Availability

- A. Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Renters with reservations in the Contracted Vehicle Classes.
- B. If a reserved vehicle is not available at the time of pickup by the Renter, Contractor shall provide an authorized upgrade, as described in Section "Authorized Upgrades" , and shall note on the invoice that a higher-Class vehicle was substituted at the same or a lower price.

3.6. Authorized Upgrades

- A. Contractor may offer a vehicle upgrade at no increase in cost to the Renter. When a reserved vehicle is unavailable or when a vehicle replacement is warranted, the Contractor may offer, with the approval of the Renter, a higher-Class vehicle at no additional cost to or Renter. Minivans, trucks, and SUVs are permissible upgrades for any of the CAR series with the approval of the Renter.

3.7. Customer Service Requirements

The Contractor shall:

- A. Possess the business capacity to provide vehicles on short notice (minimum one hour), and statewide next day service.
- B. Ensure vehicle is ready for dispatch when the Customer arrives at the rental location.
- C. Ensure that all vehicles are clean at time of pick up with a full tank of gas.
- D. Provide one designated Contract Customer Number.

- E. Allow City employees to bypass the general public line and proceed directly to the Contractor(s) express service equivalent for short term vehicle rentals (2 days/48 hours or less).
- F. Provide a toll-free number for Customers to call in the event of an accident and/or a repair becomes necessary, and a replacement vehicle is required.

3.8. Service Requirements

The Contractor shall:

A. Vehicle pick-up and return

- 1. Vehicle Class - Contractor shall provide a vehicle in the class of the reservation.
 - a. If the class is not available at the schedule time of pick-up the Contractor shall immediately supply an alternative vehicle that is acceptable to the Customer.
- 2. Vehicle Inspection – The Contractor and Customer shall inspect the vehicle and the time of pick-up and agree to its condition in writing.
- 3. Guaranteed Payment – At no time shall the Customer be required to use personal resources to guarantee payment.
- 4. Fuel – Contractor shall provide a vehicle with a full tank of gas.

B. Hours of Operation

- 1. Locations with 24-hour service are preferred, however, at a minimum, Contractor locations shall be open and available to process pick-ups and returns of vehicles from 8:00am to 5:00pm, Monday through Sunday , with the exception of City of Phoenix Holidays.

C. Repairs

- 1. In the course of a rental in progress, if repairs become necessary, the Customer will notify the Contractor of the need for repairs.
- 2. Immediate action to remedy the problem must occur, in accordance with the Contractor's Proposal or with a provision of a replacement vehicle if necessary.
- 3. Contractor shall deliver the replacement vehicle to a location determined by the Customer.
- 4. Contractor shall be responsible for all repairs and towing of the vehicle.

D. Safety

- 1. Vehicles shall be equipped and maintained to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

- a. If any unsafe or contractually unacceptable condition is brought to the Contractor's attention, a suitable replacement vehicle shall be provided immediately at no additional charge.

E. Condition

1. Vehicles provided shall, at the time of rental, be clean, well maintained in excellent operating condition and delivered with a full tank of gas.
2. Tires shall be properly inflated and all preventative maintenance shall be current.
3. The only maintenance and operating expense for which the Customer or Renter may be billed is gasoline or another fuel type (e.g., diesel, compressed natural gas, etc.) required to operate the vehicle. All other maintenance and operating expenses are the responsibility of Contractor.

F. Required Documents

1. Current vehicle registration, proof of insurance, and an owner's manual shall be present in the glovebox of each rental car.

G. Emergency Information

1. Emergency toll free telephone numbers, procedures and required forms shall be provided with each vehicle for use in the event of the need for a service call, breakdown, or accident.

3.9. Reservation Requirements

The Contractor shall:

- A. Attempt to meet 100% of the Renter's request and shall meet 100% of confirmed reservations when 24 hours' notice is given.
- B. Provide a website for online customer reservation that includes a toll-free telephone number(s) for customer service.
- C. Provide a designated contract customer number to be used to ensure that vehicle rates are the same, minus geographical mandates fees, for the City.
- D. Maintain a toll-free, 24-hour per day reservation phone number through which Contractor's personnel will have access to the Contract rates.
- E. Maintain a secured online reservation system where customers can access the rates and vehicle descriptions available under this contract using the designated customer number.
- F. Accept reservations made at a minimum of 1 hour (short notice), prior to required pickup.
- G. Reservation system shall not allow order to be placed for non-contracted vehicles or services.

- H. Reservation system shall include a comprehensive listing of, and description for, the vehicles and services eligible under this contract.
- I. Maintain enough vehicles on hand to meet the needs of Renters with reservations in the Contracted Vehicle Classes.
- J. Accept reservations at rental locations via walk-in and local telephone number.
- K. Contractor's personnel at all Contractor rental locations must have access to the rates and terms and conditions contained in this Contract.
- L. Issue a confirmation number and provide written confirmation via email to the Renter, upon acceptance of the reservation
- M. Provide the reserved vehicle Class or a higher Class, if accepted by the Renter, at no additional charge for all Customer reservations.
- N. Not provide vehicle classifications other than the Class reserved by the Renter without the Renter's approval. All alternate vehicle classifications offered to Renters must meet or exceed the requirements of this Contract.
- O. If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reserved vehicle for three (3) hours after the Renter's estimated time of arrival prior to release.
- P. Whenever possible, the Renter will advise Contractor of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation will the City, Customer, or Renter be liable for payment of "no shows".

3.10. Contractor Brands

- A. Services provided through Contractor's multiple Brand(s), if any, shall be provided at the same Contract rates and shall comply with all terms and conditions set forth in the Contract. Contractor is fully responsible for the compliance and performance of its Brands.

3.11. Rental Agreement

- A. Contractor shall prepare a rental agreement for each Renter who rents a vehicle under this Contract. Any additional terms and conditions contained in Contractor's rental agreement that conflict with this Contract are invalid.

3.12. Vehicle Rental Rates

- A. Rates shall be the same statewide regardless of the county. Contractor shall provide one fixed statewide vehicle class rate for each of the following:
 - 1. Daily Statewide Rate – The charge per day (24 hours) for the lease of a vehicle.
 - 2. Weekly Statewide Rate – The weekly rate shall be for seven (7) continuous days with charges every 24 hours. Therefore, a 7-day lease is actually six (6) days of daily rate charges.

3. Monthly Statewide Rate – The charge of the lease of a vehicle for thirty (31) continuous days.
4. Credit Cards – Numbers will not be required to make reservations.
5. Vehicle Substitutions – If the size/class of vehicle reserved is not available, the Contractor will substitute it with an upgraded vehicle at the same price or, with the renter's consent, a smaller vehicle at the reduced rate.
 - a. Minivans, trucks, and SUVs are permissible upgrades for any of the CAR series with the approval of the Renter.
1. One-Way Domestic Rentals – The Contractor will not charge additional fees for any one-way domestic rentals.
 - A. Contractor shall not charge Customer or Renter in excess of the Contract rates for rental vehicles specified on Attachment A - Price Sheet.
 - B. Contractor shall provide Daily, Weekly, and Monthly Rentals at the rates specified on Attachment A - Price Sheet
 - C. Contractor shall ensure that Contract rates and terms and conditions are available at all Contractor rental locations.
 - D. Contract rates include all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.
 - E. Contract rates must include all fees, charges, and costs for vehicle licensing, use, and operation.
 - F. Contract rates are exclusive of mandatory regulatory fees which includes local and State sales and federal excise taxes, airport concession fees, tolls, city surcharges, and city differential fees applicable in certain cities.

3.13. Emergency Management Service Rental Rates (Fire Department Only)

- A. For situations where the deployment of AZ-TF1 personnel is strongly anticipated, such as impending hurricanes or other foreseeable emergencies, AZ-TF1 may secure vehicles in advance to decrease mobilization time.
 1. The Contractor shall provide discounted Emergency Management Service rental rates for the first 72 hours of the rental period.
 2. If the vehicles are not returned within this 72-hour period, the rental rate will convert to the standard Statewide Daily Rate.
 3. AZ-TF1 will reference the "Vehicle Readiness Event" during the rental pick-up to activate these terms.

4. For AZ-TF1 deployments that occur without advance notice, AZ-TF1 will rent vehicles under the standard terms and conditions, and the "Vehicle Readiness Event" provision will not apply.
- B. In the event of large-scale disasters or imminent incidents, AZ-TF1 will notify the Contractor of the potential need for vehicle rentals to support deployments.
 1. The Contractor shall prioritize reservations for AZ-TF1 over all other reservations and rentals, including commercial (non-contract) reservations.
- C. Only AZ-TF1 Authorized Personnel, with proper identification, are eligible to rent vehicles at the Emergency Management Service rental rates.
 1. The discounted rates will apply to the Statewide Daily Rate rates for the vehicle Class requested by AZ-TF1 Authorized Personnel and will include the same insurance coverage and benefits afforded to Renters under this Contract.
- D. If a requested vehicle Class is not available at the rental location, the Contractor will locate the vehicle type and reserve it at another rental location if requested by AZ-TF1 Authorized Personnel.
- E. The Contractor shall provide Emergency Management Service rental rates specified on Attachment A, Price Sheet, Emergency Management Rates for the following vehicle Classes:
 1. Cargo Vans
 2. Passenger Vans
 3. Box Trucks
- F. The rental vehicles may be used outside of Arizona should an emergency arise in a different state.

3.14. Cancellations

- A. The Customer may cancel a vehicle rental reservation, with at least twenty-four (24) hours advanced notice and shall not incur a cancellation fee. Bidders shall include, with their bid, the cancellation fee for reservations cancelled with less than twenty-four (24) hours advanced notice.

3.15. Vehicle Pickup

The Contractor shall:

- A. Perform all processing necessary to rent the vehicle (drive off the lot) within thirty (30) minutes after the arrival of the Renter at the rental pickup location.
- B. Contractor may request the Renter to sign Contractor's standard rental agreement to document the delivery of the vehicle.
- C. Provide to Renter a completed copy of the standard rental agreement showing:

1. The Class of vehicle rented and the itemized charges and total projected charges to be billed for the rental.
 2. Date, time, and location for the vehicle's return. The Contractor shall include a description of the charges that may be applied for late returns of vehicles.
 3. Odometer reading upon pickup.
 4. Fuel level upon pickup, expected fuel level upon return, and the rate that will be charged for fuel if returned with insufficient fuel level.
 5. Telephone numbers to be used in case of problems (breakdown, accident, etc.) or questions.
- C. Furnish vehicles containing a full tank of gas at all rental locations.
- D. If Renter agrees to drive a vehicle with less than a full tank of gas, the rental agreement must be clearly marked indicating the level of fuel in the vehicle at the beginning of the rental period.
- E. If the Renter returns the vehicle with more fuel than provided by Contractor at the beginning of the rental period, Contractor is required to credit the rental receipt/invoice with the difference.

3.16. Alternate Pickup and Drop-Off Personnel

- A. For Business Rentals, Contractor shall allow designated personnel who are employed by the Customer to pick up and return a rental vehicle for use by a Renter who has provided written authorization on agency or government letterhead at the time of pickup for the designated personnel to pick up and return a rental vehicle on behalf of the Renter. The designated personnel picking up and returning the vehicle must provide a valid driver's license and employee badge or employee identification.

3.17. Vehicle Return

- A. Vehicles should be returned on the date and at the rental location specified on the rental agreement provided at pickup. If the Renter returns the vehicle 59 minutes late or less, no overtime rates shall be assessed. If the Renter returns the vehicle more than 59 minutes late, a one-hour late fee may be assessed. If the accumulated additional hours rate exceeds the value of the Daily Rental rate, Contractor shall bill for the Daily Rental rate .
- B. The vehicles should be returned with a full tank of gas (as long as the vehicle was full at pickup).
- C. Refueling Charge
1. Rates for all Classes of vehicles provided under the Contract are dry rates and do not include fuel. Gasoline and other forms of fuel (e.g., diesel) will be charged to the Renter when the vehicle is returned with less than a full tank of fuel according to the vehicle

- fuel gauge. Prior to returning the vehicle, Renters must refill the vehicle or pay the refueling charge.
2. The exact cost of the Refueling Charge may vary depending on the rate being charged by the Store Location on the date of Return.
 3. If a rental vehicle is returned with less fuel than a full tank of gas and a refueling charge is applied, the refueling charge will be calculated by multiplying the per- gallon rate by the number of gallons needed to fill the tank to the fuel level at the time of pickup. The refueling charge and the per-gallon rate shall be separately itemized on the rental invoice.
 4. Contractor shall provide Renters with a receipt/invoice upon return of the vehicle.

3.18. Mechanical and Safety Issues

- A. If in the Renter's judgment, a vehicle in the Renter's possession becomes substantially impaired or unsafe to operate, Contractor shall immediately replace the vehicle upon notification by the Renter, at no additional charge.
- B. Contractor shall deliver the replacement vehicle to the Renter's location or provide transportation, at no additional cost, to the Renter and any passengers, to the Contractor's nearest rental location for a replacement vehicle within two (2) hours of being notified by the Renter.
 1. Notification is defined as first contact with a Contractor's employee or designated roadside assistance service provider. Contractor shall be responsible for all repairs and towing of the impaired vehicle.

3.19. Breakdowns, Unsafe Conditions, and Emergency Assistance

- A. In the event of a vehicle breakdown, a situation in which the Renter believes the vehicle is unsafe (as described in the Mechanical and Safety Issues Section), or other vehicle emergency, the Contractor shall act to resolve the situation immediately, but in all cases Contractor shall resolve the situation within two (2) hours. The vehicles should be returned with a full tank of gas (as long as the vehicle was full at pickup).
- B. Notification is defined as first contact with a Contractor's employee or designated roadside assistance service provider. In all cases, the Contractor's primary consideration is the safety and security of the renter and passengers.
- C. Contractor shall provide a 24-hour toll-free roadside assistance number to Renter at the time of vehicle pickup.
- D. Personnel operating the roadside assistance number shall be familiar with and have access to the terms and conditions of the Contract.
- E. Breakdowns are situations where the vehicle either no longer operates as intended or does not operate at all. Examples of breakdowns include but are not limited to: brake

failure; failure to accelerate; vehicle shaking; difficulty steering the vehicle; overheating; engine smoking; bald or flat tires; locking keys in the car; and running out of gas.

- F. In the event of a breakdown the Contractor shall remedy the situation within two (2) hours of being notified by the Renter (ex. fix the flat tire, jump start the vehicle, refill the vehicle with gas, unlock the vehicle) or replace the vehicle, as described in the Mechanical and Safety Issues Section of this document. Replacement vehicles shall be the same or greater Class and shall be provided at no additional charge.
- G. Emergencies include but are not limited to situations that have resulted in or may imminently result in harm to the operator, passengers, or property. Examples of an emergency are collisions and instances when the vehicle is not able to be safely operated. In these situations, immediate assistance is required.
- H. The Contractor shall presume that a Renter's notification regarding breakdowns, unsafe conditions, and emergency assistance is valid.
- I. Contractor must track the status of the event until resolved to the Renter's satisfaction.

3.20. Requirements for Contractor Rental Locations

- A. Contractor shall have enough rental locations throughout Arizona and Nationwide to provide safe, reliable, and convenient options for Renters.
- B. All rental locations must, at a minimum, be open for business from 8:00 AM to 5:00 PM local time Monday through Friday excluding City of Phoenix holidays.
- C. Contractor's rental locations will be in a permanent commercial structure, well-lit, clean, properly maintained, and clearly identified as the vehicle rental company with whom the reservation was made.
- D. Contractor shall ensure that Contract prices and terms and conditions are available at all rental locations and that there is 100 percent adherence to the Contract rates.
- E. After-Hours Return at non-Airport Locations
 - 1. Contractor shall provide for after-hours returns (drop-off) in all major metropolitan areas or institute a procedure that allows Renters to return vehicles during hours when rental locations are closed for business.
 - 2. At a minimum, Contractor shall provide a means for the Renter to securely return the vehicle key and document the time at which the vehicle was returned to the rental location.

3.21. Airport Locations

- A. Contractor shall provide rental vehicle services at all Arizona commercial airports and at all "Large" commercial airports in the United States including but not limited to the list of airport names attached on this solicitation as Attachment B - List of Airport Names. To

meet this requirement for "Large" commercial airports, airport rental locations may be on-site, terminal locations at the airport, or off-site locations within two (2) miles of the airport.

- B. At airport rental locations with counters, Contractor personnel shall be available during terminal hours of operation and at least one (1) hour after the last flight of the day has arrived.
- C. Where permitted by the regulations of the applicable airport authority, Contractor must have a shuttle bus that runs, at a minimum, every fifteen (15) minutes to and from the airport and Contractor's airport rental location. Contractor's shuttle service pickup shall be accomplished within 15 minutes of the Renter's notification to Contractor. Contractor shall fully process vehicle pickup within fifteen (15) minutes of the Renter's arrival at the rental location. Upon return of the rental vehicle to airport rental locations located off airport grounds, Contractor must transport the Renter to the airport terminal within thirty (30) minutes of vehicle return.
- D. For airport rental locations located off airport grounds, Contractor shall provide a courtesy phone, clearly identifiable sign at the airport terminal indicating the telephone number to call for the Contractor's shuttle, or have a clearly identified location at which the shuttle may be boarded for transportation to the rental vehicle's location.
- E. All airport rental locations must remain open at least one (1) hour after the last flight of the day has arrived at the airport served by that rental location or until the last Renter with a reservation for that day has picked up his or her reserved vehicle.

3.22. Contact and Information

- A. Contractor shall provide a management-level contract administrator (Contract Administrator) for the City who will work with the Department's Contract Manager to manage the City account, which includes handling questions and resolving issues. The Contract Administrator will be responsible for addressing broad Contract issues and requests made by the Department or a Customer. The Contract Administrator must have the authority and ability to address and correct any issues related to the implementation and operation of the Contract. Contractor shall notify the Department's Contract Manager of any changes in assignment of the Contract Administrator, in writing via email, within two (2) business days of the new assignment.

3.23. Personnel Training and Resources

- A. Contractor shall ensure that all counter personnel at all rental locations in Arizona are trained on the terms and conditions and the rental rate structure of the Contract. Contractor shall provide counter personnel with written or electronic materials that provide guidance and instructions for renting vehicles to Customers in accordance with the terms and conditions of the Contract. All out-of-state counter personnel must have contact information for Contractor's Contract Administrator or other Contractor staff educated on the terms and conditions of the Contract to seek guidance when providing rental services to Customers.

3.24. Customer Responsibility

- A. Return the vehicle with a full tank of gas.
- B. Pay all fines, penalties and costs for parking or traffic violations incurred during the rental unless caused in whole or in part by the Contractor.
- C. Immediately report any accident or theft to the law enforcement authority for the jurisdiction where the accident or theft occurred first followed by notification to the Contractor.
- D. Customer shall reasonably cooperate with Contractor in the investigation of all such accident claims and in the recovery of damages from liable third persons.

4. Standard Terms and Conditions

4.1. 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 Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

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

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

4.2. 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.

4.3. 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.

4.4. 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:** If applicable, 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.

4.5. 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.

4.6. 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.

4.7. 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 Solicitation 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.

4.8. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives 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.

4.9. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

4.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.11. 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>. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. Authorized Changes

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

5. Special Terms and Conditions

5.1. Price

All prices submitted shall be firm and fixed for the initial two-years 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.

5.2. 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.

5.3. 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

5.4. 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.

5.5. 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.

5.6. 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.

5.7. 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.

5.8. 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.

5.9. 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.

5.10. Post Award Conference

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

5.11. 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.

5.12. Exclusive Possession

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

5.13. Licenses and Permits

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

5.14. 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.

5.15. Delivery / Service Ticket

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

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

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. 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.

5.22. 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.

5.23. 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.

5.24. 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.

5.25. Background Screening – Standard Risk

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

has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

5.26. 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.

5.27. Confidentiality

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

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the

Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

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

5.28. Data Protection

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

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

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
 - 1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product

- development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
 3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its

sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

- B. If the Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from Contractor’s processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. take action immediately, at Contractor’s own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City’s prior written approval (except where required to do so by applicable laws).

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

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

5.29. 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. Defense and Indemnification

6.1. 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.

7. Insurance Requirements

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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
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- 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.

7.5. 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.

7.6. 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 Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

7.7. 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.

7.8. 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 Finance Department, Procurement Division, 251 W Washington Street,

Phoenix, AZ 85003 OR procurement@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.**

7.9. 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.

7.10. Approval

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

8. Submittals

8.1. Copies

Please submit one electronic copy of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may incorporate the successful Offer into the awarded contract.

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

8.2. 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
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

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. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

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

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

ATTACHMENT B - LIST OF AIRPORT NAMES

Location Identifier	State	City	Airport Name
OAK	AK	Pilot Station	Pilot Station
2A3	AK	Larsen Bay	Larsen Bay
A61	AK	Tuntutuliak	Tuntutuliak
ADK	AK	Adak (Naval) Station/Mitchell Field	Adak
ADQ	AK	Kodiak	Kodiak
AKN	AK	King Salmon	King Salmon
AKP	AK	Anaktuvuk Pass	Anaktuvuk Pass
AKW	AK	Klawock	Klawock
ANC	AK	Anchorage	Ted Stevens Anchorage International
ANI	AK	Aniak	Aniak
AQH	AK	Quinhagak	Quinhagak
AWI	AK	Wainwright	Wainwright
BET	AK	Bethel	Bethel
BRW	AK	Barrow	Wiley Post-Will Rogers Memorial
BVK	AK	Buckland	Buckland
CDB	AK	Cold Bay	Cold Bay
CDV	AK	Cordova	Merle K (Mudhole) Smith
CFK	AK	Chefornak	Chefornak
CXF	AK	Coldfoot	Coldfoot
D76	AK	Noorvik	Robert /Bob/ Curtis Memorial
DLG	AK	Dillingham	Dillingham
DUT	AK	Unalaska	Unalaska
DUY	AK	Kongiganak	Kongiganak
EEK	AK	Eek	Eek
ENA	AK	Kenai	Kenai Municipal
ENM	AK	Emmonak	Emmonak
FAI	AK	Fairbanks	Fairbanks International
FYU	AK	Fort Yukon	Fort Yukon
GAL	AK	Galena	Edward G Pitka Sr
GAM	AK	Gambell	Gambell
GST	AK	Gustavus	Gustavus
HLA	AK	Huslia	Huslia
HNH	AK	Hoonah	Hoonah
HNS	AK	Haines	Haines
HOM	AK	Homer	Homer
HPB	AK	Hooper Bay	Hooper Bay
IIK	AK	Kipnuk	Kipnuk
ILI	AK	Iliamna	Iliamna
JNU	AK	Juneau	Juneau International
KAE	AK	Kake	Kake
KSM	AK	Saint Mary's	St Mary's
KTN	AK	Ketchikan	Ketchikan International
KVC	AK	King Cove	King Cove
KVL	AK	Kivalina	Kivalina
MCG	AK	McGrath	McGrath
MRI	AK	Anchorage	Merrill Field
OME	AK	Nome	Nome
OOK	AK	Toksook Bay	Toksook Bay
OTZ	AK	Kotzebue	Ralph Wien Memorial

PHO	AK	Point Hope	Point Hope
PSG	AK	Petersburg	Petersburg James A Johnson
SCC	AK	Deadhorse	Deadhorse
SCM	AK	Scammon Bay	Scammon Bay
SDP	AK	Sand Point	Sand Point
SGY	AK	Skagway	Skagway
SHH	AK	Shishmaref	Shishmaref
SIT	AK	Sitka	Sitka Rocky Gutierrez
SOV	AK	Seldovia	Seldovia
SVA	AK	Savoonga	Savoonga
TOG	AK	Togiak	Togiak
UNK	AK	Unalakleet	Unalakleet
VAK	AK	Chevak	Chevak
VDZ	AK	Valdez	Valdez Pioneer Field
WLK	AK	Selawik	Selawik
WRG	AK	Wrangell	Wrangell
WTK	AK	Noatak	Noatak
YAK	AK	Yakutat	Yakutat
Z09	AK	Kasigluk	Kasigluk
BHM	AL	Birmingham	Birmingham-Shuttlesworth International
DHN	AL	Dothan	Dothan Regional
HSV	AL	Huntsville	Huntsville International-Carl T Jones Field
MGM	AL	Montgomery	Montgomery Regional (Dannelly Field)
MOB	AL	Mobile	Mobile Regional
MSL	AL	Muscle Shoals	Northwest Alabama Regional
ELD	AR	El Dorado	South Arkansas Regional at Goodwin Field
FSM	AR	Fort Smith	Fort Smith Regional
HOT	AR	Hot Springs	Memorial Field
HRO	AR	Harrison	Boone County
JBR	AR	Jonesboro	Jonesboro Municipal
LIT	AR	Little Rock	Bill and Hillary Clinton Ntl/Adams Field
TXK	AR	Texarkana	Texarkana Regional-Webb Field
XNA	AR	Bentonville	Northwest Arkansas Ntl
PPG	AS	Pago Pago	Pago Pago International
1G4	AZ	Peach Springs	Grand Canyon West
FLG	AZ	- Flagstaff	Flagstaff Pulliam
IFP	AZ	Bullhead City	Laughlin/Bullhead International
IWA	AZ	Mesa	Phoenix-Mesa Gateway
NYL	AZ	Yuma	Yuma MCAS/Yuma International
PGA	AZ	Page	Page Municipal
PHX	AZ	Phoenix	Phoenix Sky Harbor International
PRC	AZ	Prescott	Prescott Regional - Ernest A Love Field
SOW	AZ	Show Low	Show Low Regional
TUS	AZ	Tucson	Tucson International
ACV	CA	Arcata	California Redwood Coast-Humboldt County
BFL	CA	Bakersfield	Meadows Field
BIH	CA	Bishop	Bishop
BUR	CA	Burbank	Bob Hope

CEC	CA	Crescent City	Jack McNamara Field
CRQ	CA	Carlsbad	McClellan-Palomar
FAT	CA	Fresno	Fresno Yosemite International
HHR	CA	Hawthorne	Jack Northrop Field/Hawthorne Municipal
IPL	CA	Imperial	Imperial County
LAX	CA	Los Angeles	Los Angeles International
LGB	CA	Long Beach	Long Beach (Daugherty Field)
MCE	CA	Merced	Merced Yosemite Regional
MMH	CA	Mammoth Lakes	Mammoth Yosemite
MRY	CA	Monterey	Monterey Regional
OAK	CA	Oakland	Metro Oakland International
ONT	CA	Ontario	Ontario International
PSP	CA	Palm Springs	Palm Springs International
RDD	CA	Redding	Redding Regional
SAN	CA	San Diego	San Diego International
SBA	CA	Santa Barbara	Santa Barbara Municipal
SBD	CA	San Bernardino	San Bernardino International
SBP	CA	San Luis Obispo	San Luis County Regional
SCK	CA	Stockton	Stockton Metro
SFO	CA	San Francisco International Airport	San Francisco International
SJC	CA	San Jose	Norman Y Mineta San Jose International
SMF	CA	Sacramento	Sacramento International
SMX	CA	Santa Maria	Santa Maria Public/Capt G Allan Hancock Field
SNA	CA	Santa Ana	John Wayne/Orange County
SQL	CA	San Carlos	San Carlos
STS	CA	Santa Rosa	Charles M Schulz - Sonoma County
ALS	CO	Alamosa	San Luis Valley Regional/Bergman Field
ASE	CO	Aspen	Aspen-Pitkin County/Sardy Field
CEZ	CO	Cortez	Cortez Municipal
COS	CO	Colorado Springs	City of Colorado Springs Municipal
DEN	CO	Denver	Denver International
DRO	CO	Durango	Durango-La Plata County
EGE	CO	Eagle	Eagle County Regional
FNL	CO	Loveland	Northern Colorado Regional
GJT	CO	Grand Junction	Grand Junction Regional
GUC	CO	Gunnison	Gunnison-Crested Butte Regional
HDN	CO	Hayden	Yampa Valley
MTJ	CO	Montrose	Montrose Regional
PUB	CO	Pueblo	Pueblo Memorial
TEX	CO	Telluride	Telluride Regional
BDL	CT	Windsor Locks	Bradley International
HVN	CT	New Haven	Tweed/New Haven
ILG	DE	Wilmington	New Castle
DAB	FL	Daytona Beach	Daytona Beach International
DTS	FL	Destin	Destin Exec
ECP	FL	Panama City	Northwest Florida Beaches International
EYW	FL	Key West	Key West International

FLL	FL	Fort Lauderdale	Fort Lauderdale/Hollywood International
FXE	FL	Fort Lauderdale	Fort Lauderdale Exec
GNV	FL	Gainesville	Gainesville Regional
JAX	FL	Jacksonville	Jacksonville International
MCO	FL	Orlando	Orlando International
MIA	FL	Miami	Miami International
MLB	FL	Melbourne	Melbourne Orlando International
PBI	FL	West Palm Beach	Palm Beach International
PGD	FL	Punta Gorda	Punta Gorda
PIE	FL	Clearwater	St Pete-Clearwater International
PNS	FL	Pensacola	Pensacola International
RSW	FL	Fort Myers	Southwest Florida International
SFB	FL	Sanford	Orlando Sanford International
SRQ	FL	Sarasota	Sarasota/Bradenton International
TLH	FL	Tallahassee	Tallahassee International
TPA	FL	Tampa	Tampa International
VPS	FL	Valparaiso	Eglin AFB/Destin-Ft Walton Beach
ABY	GA	Albany	Southwest Georgia Regional
AGS	GA	Augusta	Augusta Regional at Bush Field
ATL	GA	Atlanta	Hartsfield - Jackson Atlanta International
BQK	GA	Brunswick	Brunswick Golden Isles
CSG	GA	Columbus	Columbus
MCN	GA	Macon	Middle Georgia Regional
SAV	GA	Savannah	Savannah/Hilton Head International
VLD	GA	Valdosta	Valdosta Regional
GUM	GU	Tamuning	Guam International
HNL	HI	Honolulu	Daniel K Inouye International
HNM	HI	Hana	Hana
ITO	HI	Hilo	Hilo International
KOA	HI	Kailua Kona	Ellison Onizuka Kona International at Keahole
LIH	HI	Lihue	Lihue
LNJ	HI	Lanai City	Lanai
LUP	HI	Kalaupapa	Kalaupapa
MKK	HI	Kaunakakai	Molokai
MUE	HI	Kamuela	Waimea-Kohala
OGG	HI	Kahului	Kahului
ALO	IA	Waterloo	Waterloo Regional
BRL	IA	Burlington	Southeast Iowa Regional
CID	IA	Cedar Rapids	The Eastern Iowa
DBQ	IA	Dubuque	Dubuque Regional
DSM	IA	Des Moines	Des Moines International
FOD	IA	Fort Dodge	Fort Dodge Regional
MCW	IA	Clear Lake	Mason City Municipal
SUX	IA	Sioux City	Sioux Gateway/Brig General Bud Day Field
BOI	ID	Boise	Boise Air Trml/Gowen Field
IDA	ID	Idaho Falls	Idaho Falls Regional
LWS	ID	Lewiston	Lewiston/Nez Perce County
PIH	ID	Arbon Valley	Pocatello Regional
SUN	ID	Hailey	Friedman Memorial

TWF	ID	Twin Falls	Joslin Field/Magic Valley Regional
BLV	IL	Belleville	Scott AFB/Midamerica St Louis
BMI	IL	Bloomington-Normal Airport	Central II Regional/Bloomington-Normal
CMI	IL	Savoy	University of Illinois/Willard
DEC	IL	Decatur	Decatur
MDW	IL	Chicago	Chicago Midway International
MLI	IL	Moline	Quad Cities International
MWA	IL	Marion	Veterans Airport of Southern Illinois
ORD	IL	Chicago	Chicago O'Hare International
PIA	IL	Peoria	General Downing - Peoria International
RFD	IL	Rockford	Chicago/Rockford International
SPI	IL	Springfield	Abraham Lincoln Capital
UIN	IL	Quincy	Quincy Regional-Baldwin Field
EVV	IN	Evansville	Evansville Regional
FWA	IN	Fort Wayne	Fort Wayne International
IND	IN	Indianapolis	Indianapolis International
SBN	IN	South Bend	South Bend International
DDC	KS	Dodge City	Dodge City Regional
GCK	KS	Garden City	Garden City Regional
HYS	KS	Hays	Hays Regional
ICT	KS	Wichita	Wichita Dwight D Eisenhower Ntl
LBL	KS	Liberal	Liberal Mid-America Regional
MHK	KS	Manhattan	Manhattan Regional
SLN	KS	Salina	Salina Regional
CVG	KY	Hebron	Cincinnati/Northern Kentucky International
LEX	KY	Lexington	Blue Grass
OWB	KY	Owensboro	Owensboro/Daviess County Regional
PAH	KY	Paducah	Barkley Regional
SDF	KY	Louisville	Louisville Muhammad Ali International
AEX	LA	Alexandria	Alexandria International
BTR	LA	Baton Rouge	Baton Rouge Metro, Ryan Field
LCH	LA	Lake Charles	Lake Charles Regional
LFT	LA	Lafayette	Lafayette Regional/Paul Fournet Field
MLU	LA	Monroe	Monroe Regional
MSY	LA	- Kenner	Louis Armstrong New Orleans International
SHV	LA	Shreveport	Shreveport Regional
ACK	MA	Nantucket	Nantucket Memorial
BED	MA	Bedford	Laurence G Hanscom Field
BOS	MA	Boston	General Edward Lawrence Logan International
HYA	MA	Hyannis	Cape Cod Gateway
MVY	MA	Vineyard Haven	Martha's Vineyard
ORH	MA	Worcester	Worcester Regional
PVC	MA	Provincetown	Provincetown Municipal
BWI	MD	Glen Burnie	Baltimore/Washington International Thurgood Marshall
HGR	MD	Hagerstown	Hagerstown Regional/Richard A Henson Field

SBY	MD	Salisbury	Salisbury-Ocean City Wicomico Regional
AUG	ME	Augusta	Augusta State
BGR	ME	Bangor	Bangor International
BHB	ME	Bar Harbor	Hancock County/Bar Harbor
PQI	ME	Presque Isle	Presque Isle International
PWM	ME	Portland	Portland International Jetport
RKD	ME	Rockland	Knox County Regional
APN	MI	Alpena	Alpena County Regional
AZO	MI	Kalamazoo	Kalamazoo/Battle Creek International
CIU	MI	Sault Ste. Marie	Chippewa County International
CMX	MI	Hancock	Houghton County Memorial
DTW	MI	Detroit	Detroit Metro Wayne County
ESC	MI	Escanaba	Delta County
FNT	MI	Flint	Bishop International
GRR	MI	Grand Rapids	Gerald R Ford International
IMT	MI	Iron Mountain	Ford
IWD	MI	Ironwood	Gogebic/Iron County
LAN	MI	Clinton (Township of)	Capital Region International
MBL	MI	Manistee	Manistee County/Blacker
MBS	MI	Saginaw	MBS International
MKG	MI	Muskegon	Muskegon County
PLN	MI	Pellston	Pellston Regional/Emmet County
SAW	MI	Gwinn	Marquette/Sawyer Regional
TVC	MI	Traverse City	Cherry Capital
BJI	MN	Bemidji	Bemidji Regional
BRD	MN	Brainerd	Brainerd Lakes Regional
DLH	MN	Duluth	Duluth International
HIB	MN	Hibbing	Range Regional
INL	MN	International Falls	Falls International/Einarson Field
MSP	MN	Minneapolis	Minneapolis-St Paul International/Wold-Chamberlain
RST	MN	Rochester	Rochester International
STC	MN	St. Cloud	St. Cloud Regional
TVF	MN	Thief River Falls	Thief River Falls Regional
BBG	MO	Branson	Branson
CGI	MO	Cape Girardeau	Cape Girardeau Regional
COU	MO	Columbia	Columbia Regional
IRK	MO	Kirksville	Kirksville Regional
JLN	MO	Joplin	Joplin Regional
MCI	MO	Kansas City	Kansas City International
SGF	MO	Springfield	Springfield-Branson Ntl
STL	MO	St. Louis	St Louis Lambert International
TBN	MO	Fort Leonard Wood (U.S. Army)	Waynesville-St Robert Regional Forney Field
GRO	MP	Northern Islands (Municipality)	Benjamin Taisacan Manglona International
GSN	MP	Saipan	Francisco C Ada/Saipan International
TNI	MP	Tinian (Municipality)	Francisco Manglona Borja/Tinian International
GLH	MS	Greenville	Greenville Mid-Delta
GPT	MS	Gulfport	Gulfport-Biloxi International
GTR	MS	Columbus	Golden Triangle Regional

JAN	MS	Jackson	Jackson-Medgar Wiley Evers International
MEI	MS	Meridian	Key Field
PIB	MS	Moselle	Hattiesburg/Laurel Regional
TUP	MS	Tupelo	Tupelo Regional
BIL	MT	Billings	Billings Logan International
BTM	MT	Butte	Bert Mooney
BZN	MT	Bozeman	Bozeman Yellowstone International
GDV	MT	Glendive	Dawson Community
GGW	MT	Glasgow	Wokal Field/Glasgow-Valley County
GPI	MT	Kalispell	Glacier Park International
GTF	MT	Great Falls	Great Falls International
HLN	MT	Helena	Helena Regional
HVR	MT	Havre	Havre City-County
MSO	MT	Missoula	Missoula Montana
OLF	MT	Wolf Point	L M Clayton
SDY	MT	Sidney	Sidney-Richland Regional
WYS	MT	West Yellowstone	Yellowstone
AVL	NC	Asheville	Asheville Regional
CLT	NC	Charlotte	Charlotte/Douglas International
EWN	NC	New Bern	Coastal Carolina Regional
FAY	NC	Fayetteville	Fayetteville Regional/Grannis Field
GSO	NC	Greensboro	Piedmont Triad International
ILM	NC	Wilmington	Wilmington International
JQF	NC	Concord	Concord-Padgett Regional
OAJ	NC	Jacksonville	Albert J Ellis
PGV	NC	Greenville	Pitt-Greenville
RDU	NC	Raleigh	Raleigh-Durham International
BIS	ND	Bismarck	Bismarck Municipal
DIK	ND	Dickinson	Dickinson/Theodore Roosevelt Regional
DVL	ND	Devils Lake	Devils Lake Regional
FAR	ND	Fargo	Hector International
GFK	ND	Grand Forks	Grand Forks International
JMS	ND	Jamestown	Jamestown Regional
MOT	ND	Minot	Minot International
XWA	ND	Williston	Williston Basin International
AIA	NE	Alliance	Alliance Municipal
BFF	NE	Scottsbluff	Western Nebraska Regional/William B Heilig Field
CDR	NE	Chadron	Chadron Municipal
EAR	NE	Kearney	Kearney Regional
GRI	NE	Grand Island	Central Nebraska Regional
LBF	NE	North Platte	North Platte Regional/Lee Bird Field
LNK	NE	Lincoln	Lincoln
OMA	NE	Omaha	Eppley Airfield
LEB	NH	Lebanon	Lebanon Municipal
MHT	NH	Manchester	Manchester Boston Regional
PSM	NH	Portsmouth	Portsmouth International at Pease
ACY	NJ	Atlantic City	Atlantic City International

EWR	NJ	Newark	Newark Liberty International
TTN	NJ	Trenton	Trenton Mercer
ABQ	NM	Albuquerque	Albuquerque International Sunport
CNM	NM	Carlsbad	Cavern City Air Terminal
CVN	NM	Clovis	Clovis Regional
HOB	NM	Hobbs	Lea County Regional
ROW	NM	Roswell	Roswell Air Center
SAF	NM	Santa Fe	Santa Fe Regional
SKX	NM	Taos	Taos Regional
SVC	NM	Silver City	Grant County
BVU	NV	Boulder City	Boulder City Municipal
EKO	NV	Elko	Elko Regional
LAS	NV	Las Vegas	Harry Reid International
RNO	NV	Reno	Reno/Tahoe International
ALB	NY	Albany	Albany International
ART	NY	Watertown	Watertown International
BGM	NY	Binghamton	Greater Binghamton/Edwin A Link Field
BUF	NY	Buffalo	Buffalo Niagara International
ELM	NY	Elmira	Elmira/Corning Regional
HPN	NY	White Plains	Westchester County
IAG	NY	Niagara Falls	Niagara Falls International
ISP	NY	Islip	Long Island MacArthur
ITH	NY	Ithaca	Ithaca Tompkins International
JFK	NY	New York	John F Kennedy International
LGA	NY	New York	Laguardia
MSS	NY	Massena	Massena International-Richards Field
OGS	NY	Ogdensburg	Ogdensburg International
PBG	NY	Plattsburgh	Plattsburgh International
ROC	NY	Rochester	Frederick Douglass/Greater Rochester International
SLK	NY	Saranac Lake	Adirondack Regional
SWF	NY	Newburgh	New York Stewart International
SYR	NY	Syracuse	Syracuse Hancock International
CAK	OH	Akron	Akron-Canton Regional
CLE	OH	Cleveland	Cleveland-Hopkins International
CMH	OH	Columbus	John Glenn Columbus International
DAY	OH	Dayton	James M Cox Dayton International
LCK	OH	Columbus	Rickenbacker International
TOL	OH	Toledo	Eugene F Kranz Toledo Express
LAW	OK	Lawton	Lawton-Fort Sill Regional
OKC	OK	Oklahoma City	Will Rogers World
SWO	OK	Stillwater	Stillwater Regional
TUL	OK	Tulsa	Tulsa International
EUG	OR	Eugene	Mahlon Sweet Field
MFR	OR	Medford	Rogue Valley International - Medford
OTH	OR	North Bend	Southwest Oregon Regional
PDT	OR	Pendleton	Eastern Oregon Regional at Pendleton
PDX	OR	Portland	Portland International

RDM	OR	Redmond	Roberts Field
ABE	PA	Allentown	Lehigh Valley International
AOO	PA	Altoona	Altoona/Blair County
AVP	PA	Avoca	Wilkes-Barre/Scranton International
BFD	PA	Bradford	Bradford Regional
DUJ	PA	Brookville	Dubois Regional
ERI	PA	Erie	Erie International/Tom Ridge Field
JST	PA	Johnstown	John Murtha Johnstown/Cambria County
LBE	PA	Latrobe	Arnold Palmer Regional
LNS	PA	Lititz	Lancaster
MDT	PA	Harrisburg	Harrisburg International
PHL	PA	Philadelphia	Philadelphia International
PIT	PA	Pittsburgh	Pittsburgh International
UNV	PA	State College	State College Regional
BQN	PR	Aguadilla	Rafael Hernandez
CPX	PR	Culebra	Benjamin Rivera Noriega
MAZ	PR	Mayaguez	Eugenio Maria De Hostos
PSE	PR	Ponce	Mercedita
RVR	PR	Ceiba	Jose Aponte De La Torre
SIG	PR	San Juan	Fernando Luis Ribas Dominicki
SJU	PR	San Juan	Luis Munoz Marin International
VQS	PR	Vieques	Antonio Rivera Rodriguez
BID	RI	Block Island	Block Island State
PVD	RI	Warwick	Rhode Island T F Green International
WST	RI	Westerly	Westerly State
CAE	SC	Columbia	Columbia Metro
CHS	SC	Charleston	Charleston AFB/International
FLO	SC	Florence	Florence Regional
GSP	SC	Greer	Greenville Spartanburg International
HXD	SC	Hilton Head Island	Hilton Head
MYR	SC	Myrtle Beach	Myrtle Beach International
ABR	SD	Aberdeen	Aberdeen Regional
ATY	SD	Watertown	Watertown Regional
FSD	SD	Sioux Falls	Joe Foss Field
PIR	SD	Pierre	Pierre Regional
RAP	SD	Rapid City	Rapid City Regional
Locid	ST	City	Airport Name
BNA	TN	Nashville	Nashville International
CHA	TN	Chattanooga	Lovell Field
MEM	TN	Memphis	Memphis International
MKL	TN	Jackson	McKellar-Sipes Regional
TRI	TN	Bristol/Johnson/Kingsport	Tri-Cities
TYS	TN	Alcoa	McGhee Tyson
ABI	TX	Abilene	Abilene Regional
ACT	TX	Waco	Waco Regional
AMA	TX	Amarillo	Rick Husband Amarillo International
AUS	TX	Austin	Austin-Bergstrom International

BPT	TX	Beaumont	Jack Brooks Regional
BRO	TX	Brownsville	Brownsville/South Padre Island International
CLL	TX	College Station	Easterwood Field
CRP	TX	Corpus Christi	Corpus Christi International
DAL	TX	Dallas	Dallas Love Field
DFW	TX	Fort Worth	Dallas-Fort Worth International
DRT	TX	Del Rio	Del Rio International
ELP	TX	El Paso	El Paso International
GGG	TX	Longview	East Texas Regional
GRK	TX	Killeen	Robert Gray AAF
HOU	TX	Houston	William P Hobby
HRL	TX	Harlingen	Valley International
IAH	TX	Houston	George Bush Intcntl/Houston
LBB	TX	Lubbock	Lubbock Preston Smith International
LRD	TX	Laredo	Laredo International
MAF	TX	Midland	Midland International Air And Space Port
MFE	TX	McAllen	McAllen International
SAT	TX	San Antonio	San Antonio International
SJT	TX	San Angelo	San Angelo Regional/Mathis Field
SPS	TX	Wichita Falls	Sheppard AFB/Wichita Falls Municipal
TYR	TX	Tyler	Tyler Pounds Regional
VCT	TX	Victoria	Victoria Regional
CDC	UT	Cedar City	Cedar City Regional
CNY	UT	Moab	Canyonlands Regional
OGD	UT	Ogden	Ogden-Hinckley
PVU	UT	Provo	Provo Municipal
SGU	UT	St. George	St George Regional
SLC	UT	Salt Lake City	Salt Lake City International
VEL	UT	Vernal	Vernal Regional
CHO	VA	Charlottesville- Albemarle Airport	Charlottesville-Albemarle
DCA	VA	Arlington	Ronald Reagan Washington Ntl
IAD	VA	Dulles	Washington Dulles International
LYH	VA	Timberlake	Lynchburg Regional/Preston Glenn Field
ORF	VA	Norfolk	Norfolk International
PHF	VA	Newport News	Newport News/Williamsburg International
RIC	VA	Highland Springs	Richmond International
ROA	VA	Roanoke	Roanoke/Blacksburg Regional (Woodrum Field)
SHD	VA	Weyers Cave	Shenandoah Valley Regional
STT	VI	Charlotte Amalie	Cyril E King
STX	VI	Christiansted	Henry E Rohlsen
BTV	VT	Burlington	Patrick Leahy Burlington International
RUT	VT	Rutland	Rutland/Southern Vermont Regional
ALW	WA	Walla Walla	Walla Walla Regional
BFI	WA	Seattle	Boeing Field/King County International
BLI	WA	Bellingham	Bellingham International

EAT	WA	East Wenatchee	Pangborn Memorial
FHR	WA	Friday Harbor	Friday Harbor
GEG	WA	Spokane	Spokane International
ORS	WA	Eastsound	Orcas Island
PAE	WA	Everett	Seattle Paine Field International
PSC	WA	Pasco	Tri-Cities
PUW	WA	Pullman	Pullman/Moscow Regional
S31	WA	Lopez	Lopez Island
SEA	WA	Seattle	Seattle-Tacoma International
W33	WA	Friday Harbor	Friday Harbor
YKM	WA	Yakima	Yakima Air Trml/McAllister Field
ATW	WI	Appleton	Appleton International
CWA	WI	Mosinee	Central Wisconsin
EAU	WI	Eau Claire	Chippewa Valley Regional
GRB	WI	Green Bay	Green Bay/Austin Straubel International
LSE	WI	La Crosse	La Crosse Regional
MKE	WI	Milwaukee	General Mitchell International
MSN	WI	Madison	Dane County Regional/Truax Field
RHI	WI	Rhineland	Rhineland/Oneida County
BKW	WV	Beckley	Raleigh County Memorial
CKB	WV	Clarksburg	North Central West Virginia
CRW	WV	Charleston	West Virginia International Yeager
HTS	WV	Huntington	Tri-State/Milton J Ferguson Field
LWB	WV	Lewisburg	Greenbrier Valley
MGW	WV	Morgantown	Morgantown Municipal/Walter L Bill Hart Field
PKB	WV	Parkersburg	Mid-Ohio Valley Regional
COD	WY	Cody	Yellowstone Regional
CPR	WY	Casper	Casper/Natrona County International
CYS	WY	Cheyenne	Cheyenne Regional/Jerry Olson Field
GCC	WY	Gillette	Northeast Wyoming Regional
JAC	WY	Jackson	Jackson Hole
LAR	WY	Laramie	Laramie Regional
RIW	WY	Riverton	Central Wyoming Regional
RKS	WY	Rock Springs	Southwest Wyoming Regional
SHR	WY	Sheridan	Sheridan County