



City of Phoenix

REQUEST FOR PROPOSAL
RFP PTD24-007
SECURITY GUARD SERVICES

City of Phoenix
Public Transit
200 W. Washington St, 9th Floor
Phoenix, AZ
85003

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REQUEST FOR PROPOSAL
RFP PTD24-007
Security Guard Services

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1. Introduction

1.1. Summary

The City of Phoenix (“City”) Public Transit Department (“PTD”) requires licensed, unarmed, uniformed Security Guards to provide full-range Security Guard services at Transit facilities.

1.2. Contact Information

Procurement Contact:

David Koehler

Contract Specialist II

200 W. Washington St, 9th Floor

Phoenix, AZ 85003

Email: david.koehler@phoenix.gov

Phone: [\(602\) 495-5407](tel:(602)495-5407)

Department:

Public Transit

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local time. 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 (David Koehler) at (602) 495-5407/Voice or 711/TTY, or david.koehler@phoenix.gov, no later than three days prior to the meeting.

Solicitation Issue Date	August 14, 2024
Pre-Offer Conference (Non-Mandatory)	August 22, 2024, 2:00 PM MST WebEx address will be provided upon RSVP email to ptdprocurement@phoenix.gov
Written Inquiries Due Date	August 30, 2024, at 5:00 PM MST Inquiries submitted by email to ptdprocurement@phoenix.gov

Offer Due Date and Submittal Location	September 19, 2024, 2:00 PM MST Offer submitted by mail or in person to: City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003
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2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Security Guard Services for a five-year term commencing on or about January 1, 2025, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

2.2. City’s Vendor Self-Registration and Notification

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

2.3. Preparation of Offer

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

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and

economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

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

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Public Transit Department, Procurement and Contracts Section, 302 N. 1st Avenue, 9th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

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

2.7. Inquiries

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

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

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

2.8. Addenda

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

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

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

2.11. Certifications

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

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

2.12. Submission of Offer

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

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

1. Offeror's Name
2. Offeror's Address (as shown on the Certification Page)
3. Solicitation Number

4. Solicitation Title
5. Offer Opening Date
6. Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

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. Offer Evaluation Criteria

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation factors are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

Evaluation Criteria (maximum 1000 points)

Listed in relative order of importance

Evaluation Criteria #1 - Method of Approach (Technical Proposal Tab 1)	300 pts
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Evaluation Criteria #2 - Qualifications and Experience (Technical Proposal Tab 2)	250 pts
Evaluation Criteria #3 - Recruitment, Training, and Retention (Technical Proposal Tab 3)	250 pts
Evaluation Criteria #4 - Price (Price Proposal) - Attachment A	200 pts

2.16. Pre-Award / Minimum Qualifications

The following requirements must be met at offer due date and time, or else the City may determine that the offer is non-responsive, or the Offeror is non-responsible:

- A. Offeror must have been in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing the goods or services in this solicitation.
- B. Offeror must be certified with the Arizona Department of Public Safety-Security Guards and submit the certificate/license at the time of offer submittal.

2.17. 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.

2.18. 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 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.

2.19. 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.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. 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.

2.24. Site Inspection

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

2.25. Contract Award

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

2.26. Determining Responsiveness and Responsibility

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

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

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

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

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

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

2.27. Clarifications

The City may request written clarifications for such purposes as information gathering or eliminating minor informalities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

2.28. Equal Low Offer

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

2.29. Evaluation of Competitive Sealed Offers

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

2.30. Detailed Evaluation of Offers and Determination of Competitive Range

The City will appoint an Evaluation Panel, which may consist of City staff, staff from other City departments or transit agencies, and other persons. The City may also appoint a Technical Advisory Team to provide technical assistance to the Evaluation Panel. The Technical Advisory Team may consist of City staff, staff from other City departments or transit agencies, and other persons. The Technical Advisory Team will review the technical portion of each offer for

compliance with the RFP specifications. The Procurement Officer will chair the Evaluation Panel, serving in a non-voting capacity.

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

2.31. Offers Not Within the Competitive Range

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

2.32. Discussions with Offerors in the Competitive Range

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

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

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

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

2.33. Best and Final Offers (BAFO)

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

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial

Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

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

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

2.34. Offer Submittal Format

The written offer may not exceed **35 single-sided pages of letter size paper, 8 ½” x 11”**, exclusive of the following items:

- A. Cover Letter
- B. Price Proposal
- C. Required Submittals (Forms, **excluding the City’s Submittal H – Acceptance Form**, Attachments, Resumes, and Certifications/Licenses)

Additionally, the written offer should be:

- a. Typewritten for ease of evaluation
- b. Signed by an authorized representative of the Offeror;
- c. Submitted with contact information for the individual(s) authorized to negotiate with the City;
- d. Submitted in a binder (or viable substitute), preferably using double-sided copying and at least 30% post-consumer content paper;
- e. Each offer package submitted must contain the following **separately sealed portions**:
 - Technical Proposal package
 - Price Proposal package

2.35. Technical Proposal Package

The package must be organized in a tabular format and divided by sections, in accordance with the outline below. If the Offeror fails to provide all data requested, the City may deem the Offer non-responsive. All required submittals shall be included in this section.

In the proposal, the Offeror shall reasonably demonstrate evidence that its resources are sufficient to meet the requirements of the Contract, as specified, and to ensure the level of service required,

including sufficient personnel in the requisite disciplines and all necessary license, skills, experience and equipment to complete the Contract as required.

Tab 1 – Technical Proposal

Tab 2 – Resumes of Field Supervisors

2.36. Price Proposal Package

Tab 1 – Pricing Documents

Attachment A – Price Proposal

Tab 2 – All Other Required Submittals (Attachments & Licenses)

Attachments B through I

Required Certification/License (Arizona Department of Public Safety – Security Guard)

3. Scope of Work

3.1. PURPOSE

The City of Phoenix (“City”) Public Transit Department (“PTD”) requires licensed, unarmed, uniformed Security Guards to provide full-range Security Guard services at Transit facilities.

3.2. BACKGROUND

The Scope of Work will be for a Contractor to provide licensed, unarmed, uniformed security guards, equipment, supplies, and supervision as necessary for the City. PTD currently owns and operates five transit centers, eight park-and-rides, three operating facilities, and one main office building which require security guard services. See **Exhibit 1 – Public Transit Locations and Shifts**.

3.3. CONTRACTOR WORK REQUIREMENTS

3.3.1 The Contractor shall provide all necessary labor, equipment, supplies, and supervision to provide high quality Security Guard services for the City.

3.3.2 The Contractor shall comply with all requirements of the Arizona Revised Statutes, Chapter 32-2601 *et. seq.* It is the responsibility of the Contractor to ensure all guards are properly certified by the Arizona Department of Public Safety (“DPS”) throughout the term of this contract.

3.3.3 City of Phoenix security guards are not contracted to apprehend individuals in the process of committing a crime. Guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations which would encourage violence or abuse against either themselves or other persons in the area. While on duty, guards shall not possess or carry any weapons, including, but not limited to firearms, knives, impact weapons, mace, pepper spray, or Tasers. All policing actions shall be the responsibility of the appropriate law enforcement agency.

3.3.4 The Contractor is required to hire and maintain a sufficient number of employees to staff all service locations/posts on a daily basis, including weekends and City-recognized holidays, pursuant to the terms of this Contract. (*City-recognized holidays are New Year’s Day, MLK Day, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Indigenous Day, Veteran’s Day, Thanksgiving (Thursday and Friday), 4 hours on Christmas Eve, and all day Christmas Day.*)

3.3.5 The Contractor shall provide security guards and field supervisors that will be dedicated to satisfying the Contractor’s obligations under this contract, who 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.

3.3.6 The Contractor shall provide security guards and field supervisors that will be dedicated to satisfying the Contractor’s obligations under this contract, who 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.

3.3.6.1 Field Supervisors: The Contractor’s Field Supervisors will be separately dedicated to each category of the City’s PTD sites (Park and Rides, Transit Centers, and Operating

Facilities) and will be available during guard duty hours. **See Exhibit 1**, which identifies the site categories. The field supervisors will be responsible for inspecting each site at a minimum, once per week, including weekends and City-recognized holidays. It can be varying times throughout the week as long as each site is visited at least once per week.

Field Supervisors will:

3.3.6.1.1. Provide daily, constant, and consistent supervision, guidance and direction to all security guard personnel assigned to work under this contract. The Field Supervisor will brief daily with assigned personnel, report on performance, act as necessary to guide and direct low performing employees toward improved productivity and correct inappropriate or poor behavior immediately. The Field Supervisor is key to the development and continual oversight for field personnel. The Field Supervisor is the first line of contact for personnel for issues observed, low productivity, policy, or post order violations and in addition, to recognize excellent performance, support and acknowledge employee initiative, guide and direct and report up the chain of command.

3.3.6.1.2 Receive all Security Incident Reports from security guard personnel during their shifts. Supervisors will also submit Security Incident Reports detailing their involvement in any incidents. Supervisors will review each report for completeness and readability and address any security issues

3.3.6.1.3 Provide a roving security presence and make security checks on facilities and properties as required during each shift.

3.3.6.1.4 Monitor and address the performance and appearance of all Security Guards.

3.3.6.1.5 Respond to false alarms (e.g., those caused by guard entry, tenant entry, etc.).

3.3.6.2 Project Manager: The Project Manager(s) shall maintain the needs of the Contract and facilitate the administration of the Contract, while coordinating the operation. The Project Manager(s) will also:

3.3.6.2.1 The Contractor shall keep the City informed in writing of the name and telephone number of the Project Manager(s) who can be contacted at any time and who is authorized to represent Contractor in all matters pertaining to the contract.

3.3.6.2.2 Have a reasonable level of authority to act on behalf of the Contractor on all operational, personnel, and contractual matters (e.g., post order modifications, conduct or personnel issues, notification of security changes, etc.).

3.3.6.2.3 The Project Manager will be the City's first line of contact for any issue and will be available 24/7.

3.4. REQUIRED EQUIPMENT

3.4.1 The Contractor shall be solely responsible for all expenses related to the supply, maintenance, upkeep, and repair/replacement of equipment, such as vehicle(s), safety vests, and forms of communication (i.e. cell phone) used in the performance of security guard services.

3.4.2 The Contractor will repair and/or replace broken, defective, or malfunctioning equipment, whether such equipment is in active use or is being used as a backup, within a reasonable time after the need for such repair and/or replacement is discovered.

3.5. TRAINING REQUIREMENTS

3.5.1 Contractor Provided Training: The Contractor will provide training to its employees prior to the start of service and maintain an on-going training program throughout the term of the agreement to ensure competent work performance. The Contractor shall submit training documentation for each employee, in an agreed upon format, upon request by the City. Training must include, at a minimum:

3.5.1.1 Legal Aspects of Security

3.5.1.2 First Aid/CPR

3.5.1.3 Fire Prevention, Control and Suppression; use of a handheld fire extinguisher

3.5.1.4 Blood Borne Pathogens

3.5.1.5 Hazard Communication/MSDS

3.5.1.6 Patrol Techniques

3.5.1.7 Security Guard Safety

3.5.1.8 Crime Prevention

3.5.1.9 Terrorism

3.5.2 Orientation to the Locations: The Contractor will attend a City-conducted Orientation/Kick-Off meeting. Site surveys will be conducted as a part of this orientation. A checklist of pertinent items shall be used as a guide to ensure orientation of facility/location was conducted. During orientation the following documentation will be provided to the Contractor:

3.5.2.1 Copies of the most current post orders;

3.5.2.2 Instructions on Badges and Security-related requirements.

3.5.3 Additional Training Requirements:

3.5.3.1 The Contractor shall attend a City-conducted threat awareness training specific to surface transportation. The Contractor shall also ensure that all security personnel have attended training and shall document training date, time, and facility in the employee's personnel file. This information must be provided upon request to the City.

3.5.3.2 The Contractor shall ensure that all personnel are thoroughly familiar with applicable rules, regulations, and procedures before they are allowed to staff any post. All personnel shall be properly trained in the operation of the facility and shall adhere to all rules and regulations without exception.

3.5.3.3 The Contractor shall ensure all security guards receive comprehensive training to provide answers to various security-related questions, as well as provide first-class customer service. The Contractor shall also provide annual and recurrent training to all

security guards. The training must foster the development of a cohesive team in order to carry out the required services in a professional manner. Further, the Contractor shall require guards to repeat training if they fail to possess and exercise the basic levels of knowledge required. Additionally, the Contractor shall require guards to receive supplemental training, provided by the Contractor or the City to address increased or modified security requirements.

3.5.3.4 At the City's sole discretion, the Contractor may be required to conduct a yearly, one-hour training session for all essential tenant staff, city staff, contractors, and security staff in the 302 N 1st Avenue building. The training would be based off the current Facility Emergency Response Plan, which includes the topics of communications, evacuation, safety and security, staff responsibilities, and building assets.

3.6. CONTRACTOR REQUIREMENTS

3.6.1 General Responsibilities of Security Guards:

3.6.1.1 Conduct site surveillance every hour by foot, electric cart, or vehicle. No specific type or quantity of vehicles are required under this Contract.

3.6.1.2 Monitor the public and watch for potential disturbances.

3.6.1.3 Identify and report security and safety violations (to the extent observed).

3.6.1.4 Maintain files for security-related documentation.

3.6.1.5 Assist City personnel in emergency situations to include, but not be limited to: special events, crowd control, service interruptions, collisions, fire/life safety incidents, etc. This requirement shall not apply to those situations that require personal protective equipment (PPE) for any part of an investigation.

3.6.1.6 Provide data and/or reporting of events for programs, events, or plans that support City safety and security objectives.

3.6.1.7 Provide information as required for reports, criminal trending, calls for service and actions taken on any electronic citation device. Contractor shall provide equipment and devices necessary to communicate, provide tour checks, conduct verifications, and submit electronic reports.

3.6.1.8 Maintain discipline, excellent professional appearance, professional demeanor, integrity, and attention to duty among Contractor employees.

3.6.1.9 Require the security personnel to proactively practice City-expected conduct, and follow City security policies, procedures, and orders.

3.6.1.10 Request the assistance of local law enforcement for removal of individuals from the properties when they fail to abide by City policies and rules as well as civil and criminal code violations. CONTRACTOR IS NOT AUTHORIZED to use force or cause bodily injury to a suspected trespasser.

3.6.1.11 Notify law enforcement of any illegal or unauthorized activity as observed. Provide documented account of all activity witnessed and assist law enforcement as

required. Ensure that prompt action is taken to address security incidents and, to the extent observed, accidents, fire, property damage and safety hazards.

3.6.1.12 Provide communications dispatch services to mobile field units, supervisors and post personnel. Act as a liaison and interoperable communication on any shared talk channels with local police and the City.

3.6.2 Duty Assignments: Record all duty assignments in a format approved by the City with the following information:

3.6.2.1 Employee start/end date and time;

3.6.2.2 Post/duty performance;

3.6.2.3 Employee brief/relief periods;

3.6.2.4 Supervisory review/inspections;

3.6.2.5 Signature/print of subject employee; and

3.6.2.6 Signature/print of certifying official

3.6.3 Personnel Changes and Substitute Personnel: Substitute personnel shall be equal in qualifications to regularly assigned personnel.

3.6.3.1 Contractor will provide notice to the City of any permanent and temporary changes in staffing or number of posts within two hours of that change. Verbal notice may be given, when necessary, but will be followed with written notice.

3.7. MINIMUM REQUIREMENTS FOR ASSIGNED GUARDS AND FIELD SUPERVISORS

3.7.1 Assigned Guards

3.7.1.1 Guards must have a minimum of 1.5 years' experience as a security guard, police officer or military police officer.

3.7.1.2 Must be 21 years of age or older.

3.7.1.3 Must be a United States citizen.

3.7.1.4 May have no felony convictions or disqualifying criminal convictions pursuant to Section 6.35 Background Screening – Maximum Risk; City Approval of Maximum Risk Background Screening.

3.7.1.5 Must clear Department of Public Safety background check.

3.7.1.6 Be certified in the State of Arizona.

3.7.1.7 Must have a high school diploma or GED equivalency.

3.7.1.8 Must be fluent in English and be able to communicate with the general public in a face-to-face setting, by telephone, and by two-way radio.

3.7.1.9 Must be able to read, interpret, and implement written instructions/Post Orders, understand and follow oral instructions, and assimilate specialized training.

3.7.1.10 Must be able to prepare written documents in the English language.

3.7.1.11 Must be computer literate.

3.7.1.12 Must be physically capable of operating motor vehicles safely, and possess a valid driver's license.

3.7.1.13 Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies.

3.7.1.14 Must be able to observe behaviors and report details accurately.

3.7.1.15 Must be able to remain in a standing or sitting position for extended periods of time and be able to travel on foot across rough, uneven or rocky surfaces.

3.7.1.16 Must be able to work in a variety of weather conditions with exposure to the elements.

3.7.1.17 Must maintain a level of physical fitness necessary to climb stairs or ladders, and lift and/or move objects weighing up to 50 pounds. Must be physically capable of performing foot patrols and remaining vigilant and active while on duty.

3.7.2 Assigned Field Supervisors

3.7.2.1 Field Supervisors must have a minimum of three (3) years' experience as a security guard, police officer or military police officer

3.7.2.2 Field Supervisors must be able to meet the same requirements as assigned guards.

3.8. SECURITY GUARD DUTIES AND RESPONSIBILITIES

3.8.1 General Security Guard Duty Requirements: The duties below are subject to change and shall be described in full detail in Post Orders:

3.8.1.1 Carry their certification identification card at the job site.

3.8.1.2 Ensure compliance with Post Order procedures and guidelines.

3.8.1.3 Keep the work area free of obstacles and debris.

3.8.1.4 Observe and report suspicious activities/persons by contacting 911 in emergencies or for crimes in progress or Crime Stop for non-emergencies. In the event of a violation, the guard shall call the appropriate law enforcement agency in whose jurisdiction the facility is located and immediately notify the City at any time of day and complete necessary activity logs.

3.8.1.5 Summon medical assistance as appropriate.

3.8.1.6 Account for all security badges, keys and locks. Keys shall not be duplicated. If a security guard employee loses or duplicates a key without authority, the City may require suspension or removal of the individual from the contract. When the security of keys or lock system has been compromised by the actions of the security guard, the lock or system

shall be replaced in total or in part by the City, and all costs for such replacements shall be borne by the Contractor.

3.8.1.7 Provide security during special events and emergency situations to protect facilities, employees, properties, and visitors. Security support shall also be provided during investigations of violations of Federal, State, and local laws that appear to pose threats to the security and safety of any facility or personnel.

3.8.1.8 Follow City-provided specific protocols.

3.8.1.9 Follow Contractor provided site-specific protocols.

3.8.1.10 Perform other specific duties as assigned by City.

3.8.1.11 Have a general understanding of counter-terrorism measures and behavior assessment. Report any and all incidents relating to possible or suspected threats to the City, as appropriate per location.

3.8.1.12 Understand how to operate a two-way radio to dispatch and respond to security incidents and alarms.

3.8.2 Security Guard Reporting:

3.8.2.1 Immediately report any confrontations or security-related issues.

3.8.2.2 Report potentially hazardous conditions in buildings or areas and items in need of repair, e.g. inoperative locks, broken fences, barrier damage, lighting and landscaping deficiencies, and any other potentially dangerous situation. Contractor shall immediately follow up with written reports and log entries.

3.8.2.3 Create written incident reports, independent from the police report, of intrusion, fire, theft, vandalism, disruptive behavior, criminal behavior, persons requiring emergency assistance, security breaches, unauthorized entry by any persons known or unknown, conditions which may be a hazard to the health or safety of employees or visitors, surveillance being conducted, or suspicious activity. Incident reports shall list all pertinent facts, including damage to property, or the observation of any unusual or suspicious activities, and immediate appropriate action taken to address the issue.

3.8.2.4 Maintain a written record of all checks performed; include time, date and name of the guard performing the checks.

3.8.2.5 Maintain a duty log of activities or incidents that require action at a station or post. Separate additional reports shall be prepared on accidents, injuries, fires, bomb threats and all other unlawful acts, security violations, or any other unusual incidents or events using the prescribed paperwork.

3.8.2.6 Ensure that all reports and other documents (i.e. event reports, logs, accident reports, and report of investigations), are written clearly, legibly and accurately. All reports and documents are the property of the City.

3.8.2.7 Report all safety concerns immediately.

3.8.3 Security Guard Patrols and Inspections:

- 3.8.3.1 Monitor building security parameters and report non-compliance of rules and regulations, taking appropriate actions in accordance to Post Orders.
- 3.8.3.2 Conduct security inspections to ensure the protection of property, building security and fire and safety hazards.
- 3.8.3.3 Plan and conduct daily scheduled and unscheduled security inspections of property and facilities within the purview of this contract.
- 3.8.3.4 Monitor CCTV systems at Park and Rides and other so equipped City sites. Perform basic operations of the CITY's PC-based access control/intrusion detection systems, CCTV surveillance systems and other security-related equipment.
- 3.8.4 Security Guard Investigation of Complaints:
 - 3.8.4.1 Conduct preliminary and follow-up investigations on incidents or complaints.
- 3.8.5 Security Guard Customer Service Requirements:
 - 3.8.5.1 Demonstrate a professional attitude at all times and be fully prepared to work at designated times in assigned post areas. Guards must appear professional and must be approachable, calm, energetic, pleasant, and polite. Provide personalized service when appropriate to meet customer needs. When a problem arises, offer assistance.
 - 3.8.5.2 Communicate effectively, including seeking bilingual assistance when necessary. Maintain eye contact and check for the customer's understanding; i.e., ask questions. The guard must be able to assist any special needs customers and City employees.
 - 3.8.5.3 The guard should be discrete, offer a solution and follow through when problems arise. The guard should remain calm, show an understanding for the badge holders and or customer's situation and notify a supervisor or management personnel when necessary to keep a situation from escalating.
 - 3.8.5.4 All security guard personnel must be fully trained to provide customer assistance and provide clear and accurate information on request.
 - 3.8.5.5 Be courteous, professional and informative when interacting with the public, City personnel, contractors and vendors.
 - 3.8.5.6 Not accept gratuities and/or gifts, such as money, lunches, or free items.
 - 3.8.5.7 Speak clearly and concisely when reporting situations on the radio.
 - 3.8.5.8 Be able to greet Transit passengers and answer general questions about routes and the transit system including both rail and bus routes.
- 3.8.6 Specific Security Guard Responsibilities:
 - 3.8.6.1 Check the site at the beginning and end of each shift including perimeter check, fencing, lighting, equipment, doors and overall safety and security. This check will be repeated over the course of the shift and just prior to end of shift. Call repair in to the work order phone line.
 - 3.8.6.2 Perform daily Park and Ride (PNR) car counts.

3.8.6.3 Perform visual inspections of City vehicles or other marked/un-marked vehicles as a counter-terrorism measure at operating facilities (North, South and West Transit Facilities). This information will be kept in the vehicle inspection log and notable incidents brought to the attention of the City.

3.9. SECURITY GUARD APPEARANCE

All Contractor employees shall, at all times while on duty, be neat in dress, have a professional appearance, and use proper hygiene.

3.9.1 Attire:

3.9.1.1 A company-issued uniform is required; uniforms are to be of good fit, clean, pressed and kept in good repair and condition.

3.9.1.2 The City will have authority under the guidelines set forth by the DPS Licensing Unit to approve all guard uniforms prior to wear. No unauthorized uniforms or accessories are permitted. Uniform items that resemble any component of known Arizona law enforcement agency uniforms will not be approved.

3.9.1.3 Provide guards with badges and name plates in order to provide a professional appearance. Guards must wear name plates centered over the right breast pocket.

3.9.1.4 Shirts/blouses shall be of solid color with shoulder identification patches not less than two (2) inches that include company logo and name as required by ARS Section 32-2601 et. seq. Identification patches must be on each shirt/jacket and any outer garment.

3.9.1.5 All outer uniform shirts will be worn with a corresponding crew or V-neck t-shirt so as not to contrast with the outer shirt (i.e. no black or navy-blue undershirts under a white uniform shirt).

3.9.1.6 Any necklaces worn will be conservative and will not be worn on the outside of the uniform shirt.

3.9.1.7 Full-length slacks shall be of a solid color.

3.9.1.8 Hats are not required but may be worn if provided by Contractor and consistent in color, style, and logo design of Contractor. Such hats will be worn appropriately on the head, facing forward. No personally owned hats will be worn.

3.9.1.9 Boots will be black, laced or zipped, shined and in good repair/condition. Sandals are not allowed.

3.9.1.10 Sock color will be appropriate with uniform color. White socks may not be worn.

3.9.1.11 Rain gear and/or jackets with the designated logo may be worn but must match existing uniform.

3.9.2 Hygiene:

3.9.2.1 No smoking, chewing tobacco, or uses of any tobacco products of any kind are permitted while on duty.

- 3.9.2.2 Facial hair (mustaches, sideburns) is acceptable if kept in a clean and trimmed manner acceptable to the City.
- 3.9.2.3 Hairstyles will be conservative and well kept; hair shall be clean and trimmed at all times.
- 3.9.2.4 Body odor shall be controlled so as not to be offensive.
- 3.9.2.5 Proper oral hygiene shall be used.
- 3.9.2.6 Face and body shall be clean and kept free of dirt.
- 3.9.2.7 No piercings are authorized with the exception of two small stud earrings for female guards affixed through the ear lobe.
- 3.9.2.8 Visible tattoos will be limited and will be appropriate.
- 3.9.2.9 Make up and nails will be kept neat and conservative

3.10. PROFESSIONAL CONDUCT

Contractor shall ensure the highest standards of employee competency, conduct, cleanliness, appearance, and integrity are maintained. Assignments shall be performed in accordance with prescribed regulations as well as in a safe and secure manner. Contract personnel are subject to all Federal, State, and local laws in the jurisdiction in which they are performing services.

3.10.1 The Contractor shall remove any security guard from immediate service for violations of post orders, delinquency, or any of the following acts of misconduct:

- 3.10.1.1 Failing to demonstrate courtesy and good manners.
- 3.10.1.2 Failing to comply with "Smoke Free Arizona Act," A.R.S. 36-601.01.
- 3.10.1.3 Using without authorization the City's property, inclusive of computers, communication equipment, telephones or radios, automobiles, or any other City property.
- 3.10.1.4 Falsifying or unlawfully concealing, removing, mutilating, or destroying any official documents, records, badges, keys, or concealing material facts by intentional omission from official documents or records.
- 3.10.1.5 Entertaining, socializing, or entering into business arrangements with, or giving legal advice to, persons while on City property.
- 3.10.1.6 Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on City property.
- 3.10.1.7 Disclosing any official information to include duties or responsibilities under this contract or writing or distributing any news or press releases without expressed written permission from the City.
- 3.10.1.8 Engaging in inappropriate discussions concerning internal matters, policies, grievances, legal issues, or personalities, or financial, personal, or family matters with City employees, the public, or any known associate of the above, except as authorized by law.

- 3.10.1.9 Disclosure of duty assignment(s) or security related issues without the express approval of the City.
- 3.10.1.10 Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned task, conducting personal affairs during duty hours, refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act that constitutes neglect of duties.
- 3.10.1.11 Failing to remain on duty until properly relieved or deserting a duty post.
- 3.10.1.12 Displaying disorderly or immoral conduct (e.g using abusive or offensive language, quarreling, intimidating by words or actions, fighting or participating in disruptive activities, etc.).
- 3.10.1.13 Gambling or unlawfully wagering or promoting gambling.
- 3.10.1.14 Accepting gratuities and/or gifts, such as money, lunches, or free items.
- 3.10.1.15 Using uniform, uniform or security badge and/or other identification for other than official business while on or off duty.
- 3.10.1.16 Making unethical or improper use of official authority identification or credentials (e.g. badges, passes and other document providing special access or privileges).
- 3.10.1.17 Knowingly giving false or misleading statements or concealing material facts in connection with official reports, records, investigations, or about other contract employees/officials, the general public and City employees.
- 3.10.1.18 Participating in any form of discrimination or sexual harassment.
- 3.10.1.19 Failing or delaying (without justifiable cause) to carry out a proper order of the City.
- 3.10.1.20 Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break areas.
- 3.10.1.21 Working as an employee in any other position which would constitute a real or apparent conflict of interest with the mission of the City of Phoenix.
- 3.10.1.22 Possessing of a weapon while on duty.
- 3.10.1.23 Reading unauthorized material will not be permitted while in view of the public.
- 3.10.1.24 Making any personal phone calls, except in an emergency.

3.11. QUALITY CONTROL / AUDIT PROGRAM

3.11.1 At a minimum, Contractor shall utilize and maintain their internal Quality Control Program. The Contractor shall ensure that the requirements of the Contract are carried out as specified through continuous monitoring and training. Also, the Contractor will ensure that all personnel assigned to this contract are proficient in all general and post orders and are following all directives required by the Contract.

3.11.2 Contractor shall conduct quarterly random employee proficiency testing to ensure that all employees are capable of performing assigned duties and proficient in the use of security equipment. A summary report on the results of the quality control program shall be provided to the City on a quarterly basis.

3.12. SERVICE TRANSITIONS

3.12.1 Phase-In

The Contractor shall accomplish a smooth and successful transition of operations and services within a thirty (30) day phase-in period, at the Contractor's sole cost and expense. The phase-in period shall begin upon receipt of notice of award and shall cover approximately thirty (30) days prior to contract start date. The incumbent service provider shall be responsible for performing the duties and services listed in its contract during this phase-in period.

During the phase-in period, the Contractor shall arrange to have necessary supervisory personnel on site to observe the operation of the current service provider. The phase-in period provides sufficient time to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place, and otherwise prepare for the assumption of control without disruption of operations. During the phase-in period, the Contractor shall also develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the City for approval. The Contractor shall have no responsibility to provide security guards during this period. The phase-in period will end on the contract start date; at which time the Contractor shall assume full responsibility.

3.12.2 Phase-Out

The Contractor recognizes that the services provided by this contract are vital to the City's overall efforts to provide safe and efficient facility operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the contract a successor may continue these services; that its successor shall need phase-in training; and that the Contractor must cooperate to affect an orderly and efficient transition.

Accordingly, the Contractor shall be required to provide phase-out services for up to thirty (30) days prior to contract expiration to its successor contractor, at the Contractor's sole cost and expense. Phase-out orientation shall comprise a maximum of thirty (30) working days, eight (8) hours per day. Orientation may include system operations and procedures, record keeping, reports, etc. The Contractor shall be totally responsible for providing the services called for by the contract during its phase-out period. The Contractor agrees to cooperate with its successor service provider in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of services. The Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided the Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

3.13. ALARM RESPONSE

The Contractor shall respond to all alarms triggered at the assigned sites. If it is safe to do so, the Contractor shall conduct a preliminary investigation as to the source of the triggered alarm.

After preliminary investigation, the Contractor shall notify the appropriate first responders applicable to the particular alarm. Where appropriate, the Contractor shall activate the applicable emergency stop button if it determines the alarm to be false.

The requirements of this subsection shall not apply to those alarms that require Personal Protective Equipment (PPE) for any investigation, such as a facility fuel island or a fuel storage. The Contractor shall inquire with the City in advance as to which alarms require PPE and train personnel as to what alarms to which they can respond. When the Police issue specific procedures for alarms, Security Guards will follow such procedures.

4. Evaluation Process

Evaluation Criteria

Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Method of Approach</p> <p>Sub-Criteria #1 – Describe Offeror’s approach to satisfying the requirements set forth in the scope of work, providing details including any innovations that would result in high quality services.</p> <p>Sub-Criteria #2 – Provide a comprehensive, detailed implementation schedule that includes how all transition and start-up tasks will be completed prior to commencement of service. This plan must include all of the key elements, resources, activities and procedures required in advance of the Contract’s start date to: (a) guarantee uninterrupted services, (b) occupy the CITY-owned facility, and (c) effectuate the transition of eligible incumbent personnel to a new employer (if necessary).</p> <p>Sub-Criteria #3 - Describe Offeror’s approach to meet all City reporting requirements specified in the Scope of Work.</p>	Points Based	300 <i>(100% of Total)</i>

Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
2.	<p>Qualifications and Experience</p> <p>Sub-Criteria #1 - Detail Offeror's qualifications and experience in providing similar services.</p> <p>Sub-Criteria #2 - Identify Offeror's key personnel (Field Supervisors) assigned to the project. Include a description of their qualifications and experiences in providing similar service. Include resumes.</p>	Points Based	250 <i>(100% of Total)</i>

Phase 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
3.	<p>Recruitment, Training and Retention</p> <p>Sub-Criteria 1 - Describe procedures for the recruitment and training of personnel prior to the contract start date.</p> <p>Sub-Criteria 2 - Describe how Offeror will maintain its on-going training program throughout the term of the agreement that includes at a minimum: Legal Aspects of Security, First Aid/CPR, Fire Prevention, Control and Suppression including use of a handheld fire extinguisher, Blood Borne Pathogens, Hazard Communication/MSDS, Patrol Techniques, Security Guard Safety, Crime Prevention, and Terrorism.</p> <p>Sub-Criteria #3 - Describe any on-going employee retention and incentive programs.</p> <p>Sub-Criteria #4 - Detail how the Offeror will maintain a staffing level of no less than fifty percent (50%) full-time Security Guards.</p> <p>Sub-Criteria #5 - Describe Offeror's contingency plans for supplying additional cleared and badged security guard resources as needed.</p>	Points Based	250 <i>(100% of Total)</i>

Phase 4

No.	Evaluation Criteria	Scoring Method	Weight (Points)
4.	<p>Price Proposal</p> <p>The Offeror offering the lowest Total Service Cost for these services will receive the maximum points allocated for cost.</p>	Points Based	200 <i>(100% of Total)</i>

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

“City” The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

“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.

5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to

recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

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

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be

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

- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

5.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** 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.

5.5. Contract Changes

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

5.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will

repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the 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.

5.8. Contract Termination

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

5.9. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to City: ptdprocurement@phoenix.gov

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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 Department Director prior to the institution of the change.

5.19. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

5.20. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

6. Special Terms and Conditions

6.1. 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 at PTDprocurement@phoenix.gov. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer and documentation from the U.S. Department of Labor, Bureau of Labor Statistics, and or Producer Price Index (PPI). 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 Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Department Director.

6.2. 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.

6.3. 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

6.4. Method of Payment

Contractor shall submit one (1) monthly invoice to the City for security guard services provided during the previous month according to the hourly contract rates (per hour by position covered, not per person). No more than one invoice will be accepted per month.

The monthly invoice must be submitted to the City by the 10th day of the month following the period in which the services were performed.

The CITY shall make every effort to process payment for the purchase of services within 45 calendar days after receipt and approval of a correct invoice. Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to the City.

Monthly invoice must be sent for review to:

City of Phoenix, Public Transit Department

Attn: Transit Facilities Contract Manager

302 North First Avenue, Suite 900

Phoenix, Arizona 85003

6.5. Partial Payments

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

6.6. 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.

6.7. Estimated Quantities or Dollar Amounts

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 of appropriated funds. It is expressly understood and agreed that the Contract is to supply the City with its complete actual requirement for the Contract period.

6.8. 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 thirty 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 Department Director prior to the institution of the change.

6.9. Addition or Deletion of Services

The City reserves the right to add and/or delete services and/or locations under the Contract, including those training services as outlined in *Section 3.5.3.4*. If service levels increase or decrease the cost will be adjusted in accordance with the contract price.

All contract changes may be incorporated into written and signed amendments to the Contract at the sole discretion of the City. If applicable, each amendment will state any increase or decrease in the amount of the compensation due to Contractor for the change in service. Oral changes to the Contract are not authorized, but the City may provide changes by written notification to Contractor.

6.10. Suspensions of Work

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

6.11. Hours of Work

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

6.12. Post Award Conference

Contractor shall attend a post award conference to be held by the Transit Facilities Contract Manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule, operational problems, and procedures.

6.13. Performance Interference

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

6.14. Advertising

Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Public Transit Director, and the City will not unreasonably withhold permission.

6.15. Exclusive Possession

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

6.16. 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.

6.17. 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.

6.18. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the City may impose the following liquidated damages on a per observed violation basis:

Posting security-sensitive CITY-related comments or photos on any website to include but not be limited to social websites.	\$150 per violation
Violation of the established post orders.	\$150 per violation
Sleeping on duty.	\$150 per violation
Unauthorized use of CITY property to include but not be limited to official documents, badges, keys or equipment.	\$150 per violation
Falsifying official reports, documents	\$150 per violation
Disclosing any official or security-sensitive information without written permission from the CITY.	\$150 per violation
Accepting or soliciting anything of value in connection with official duties.	\$150 per violation
Using uniforms, or other official identification media for other than official business while on or off duty.	\$150 per violation
No show or tardiness to the start of shift	\$150 per violation
Failure to comply with contract stipulations or plans provided to the CITY in response to RFP PTD24-007.	\$150 per violation

The parties agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement. The City may terminate this contract in whole or in part as provided in the "Default" provision. The Department Director will be the sole judge in determining the liquidated damages.

6.19. Miscellaneous Fees

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

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

6.20. Communication in English

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

6.21. 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 Department Director, the Contractor may be requested to perform the additional or special service.

6.22. Telephone Use

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

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

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

6.23. Transition of Contract

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

6.24. Background Screening

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with

all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

6.25. Background Screening Risk Level

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

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

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

6.27. Materiality of Background Screening Requirements; Indemnity

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

6.28. Continuing Duty; Audit

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

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

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

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

6.30. Employee Identification and Access

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

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

Unless otherwise provided for in the scope of work:

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

6.31. Key Access Procedures

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

6.32. Stolen or Lost Badges or Keys

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

6.33. Return of Badge or Key

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

6.34. Badge and Key Fees

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

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

6.35. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every **five** years when the Contract Worker's work assignment will:
 - 1. work directly with vulnerable adults or children, (under age 18); or
 - 2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - 3. unescorted access to:

- a. City data centers, money rooms, high-value equipment rooms; or
 - b. unescorted access to private residences; or
 - c. access to critical infrastructure sites/facilities; or
 - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

6.36. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

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

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

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those

circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 3. Any outstanding warrants (including traffic and parking violations).
 - 4. A person currently on parole or probation.
 - 5. A person currently involved in an investigation.

6.38. Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the

performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

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

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

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

6.39. 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.

6.40. Contract Reviews

The City will conduct monthly compliance reviews or as often as it deems prudent. The review with Contractor is to discuss any previous and upcoming issues. Contractor will be notified of the exact time and place of each meeting.

6.41. Professional Competency

Services provided by Contractor will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the previously mentioned standard of professional competence.

6.42. Transition Cooperation Agreement

Contractor recognizes that the services under the Contract are vital to the City and must be continued without interruption. Upon expiration, termination or other conclusion of the Contract and of Contractor's rights and duties under it, the parties anticipate that a successor provider may be selected by the City to perform the same or similar work. The successor provider may be Contractor or some other individual, firm or entity.

If the successor provider is an individual, firm or entity (other than Contractor) then Contractor shall cooperate fully with the successor provider to effect a smooth and seamless transition. This cooperation must include the following.

- a. Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. These records include maintenance records, inventory records, supplier contracts, and support agreements.
- b. If original records are necessary for the successor provider to properly perform its legal obligations, Contractor shall provide the originals to the successor, and Contractor shall keep copies of them.
- c. Contractor shall share and permit copying of all pertinent personnel records.
- d. Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.
- e. Contractor shall not sell, transfer, convey or encumber any CITY assets or any of the assets to be transferred to the successor provider.
- f. Contractor shall maintain all inventory levels necessary for the successor provider to continue to perform the work.
- g. As the City may direct, Contractor shall surrender to the successor provider or to the City all City-owned real, personal and/or intellectual property.
- h. Contractor shall inventory all property (real, personal or mixed) purchased or leased with City funds and all property in which the City has an ownership or possessory interest. Contractor shall include a description of the property and its location in sufficient detail to permit easy identification.

- i. If transferred employees are required to undergo training, Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

Until the date that the successor provider assumes its contractual duties, Contractor shall fully and conscientiously perform its obligations under the Contract in a professional and workman-like manner.

6.43. Contract Closeout

At the end of the Contract, the City shall review the Contract to ensure all required deliverables have been met. This includes, but is not limited to, an audit of Contractor's financial and operational records and an inspection of all City equipment provided to Contractor. Any outstanding issues must be resolved within thirty (30) days of Contract completion, at which time a Notice of Contract Closure must be sent by the City to finalize the Contract closure between the parties. Contractor shall keep all Contract- related records for a minimum of five (5) years after Contract completion, expiration or termination. Upon twenty-four (24) hour notice, Contractor shall make available all records to the City or its agents for audit during normal business hours. In the event of litigation or claims related to the Contract, Contractor shall maintain all records until the litigation or claim is concluded or five (5) years after the end of the Contract, whichever last occurs.

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

8. Insurance Requirements

8.1. Contractor's Insurance

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

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

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

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

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

- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

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

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

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

8.5. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability:

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

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

8.6. Crime Insurance (or Fidelity Bond)

Bond or Policy Limit \$1,000,000

- The policy or bond must include coverage for all directors, officers, agents and employees of the Contractor.
- The policy or bond must include coverage for third party fidelity, i.e. property of third parties that is held by the Contractor in any capacity, or property for which the Contractor is legally liable.
- The policy or bond must include but not be limited to coverage for theft of property located on the Contractor’s premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
- The policy or bond must not contain a condition requiring an arrest and conviction.

8.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed or hand delivered to the: City of Phoenix Public Transit Department, Attn: Procurement Department, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003 or emailed to PTDprocurement@phoenix.gov.

8.8. Acceptability of Insurers

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

8.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix Public Transit Department, Attn: Procurement Department, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003 or emailed to PTDprocurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.10. Subcontractors

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

8.11. Approval

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

9. Submittals

9.1. Copies

Please submit one printed original of the Offer, including Cover Sheet, Technical Proposal, Price Proposal, and Required Submittal Forms, for the Procurement Officer's review. Please also submit one electronic copy (on a portable drive or CD) of the same for the Procurement Officer. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.

Further, please submit **four** hard copies of the Offer, **but excluding the Price Proposal and Required Submittal Forms**, for the evaluation panel's review. Please also submit **one** electronic copy (on **one** portable drive) of the same for the evaluation panel.

For the Required Submittal Forms, please submit only the Submittal Section as completed by Offeror, and 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).

9.2. Technical and Price Proposal

When submitting in a sealed envelope, the Offeror shall provide the following:

- One original Technical and Price Proposal (Note: The Offeror's Price Proposal must be submitted in a separate sealed envelope within the offer package. This envelope must be clearly marked "Price Proposal");
- One separate flash drive containing an electronic copy (searchable in PDF format) of the Technical Proposal; and
- One separate flash drive containing an electronic copy (searchable in PDF format) of the Price Proposal.
- Requested copies in a separate envelope

9.3. 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 filled in.
- 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. 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.