



City of Phoenix

REQUEST FOR PROPOSAL
RFP GGS-24-0341
CUSTODIAL SERVICES (POLICE DEPARTMENT)

City of Phoenix
Finance Central Procurement
251 W Washington Street
8th Floor
Phoenix, AZ
85003-2295

RELEASE DATE: August 21, 2024
DEADLINE FOR QUESTIONS: September 9, 2024
RESPONSE DEADLINE: September 16, 2024, 2:00 pm

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REQUEST FOR PROPOSAL
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Attachments:

- A - Pricing_Proposal_RFP GGS-24-0341
- D - Submittals - Addenda Certification
- M - Acceptance_Form_2024
- O - Submittals - Conflict of Interest and Transparency rev 2-2023
- Q - Submittals - Costs and Payments rev 2-2023
- R - Submittals - Debarment & Exclusion rev 2-2023
- U - Submittals - Offer Page rev 3-2023
- V - Submittals - Place of Business rev 2-2023
- W - Submittals - References rev 2-2023
- BBB - Submittals - 24 Hour Emergency Contact rev 2-2023.

1. Introduction

1.1. Summary

The City of Phoenix invites sealed offers for Custodial Services – Police Department for a five year period 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.

1.2. Contact Information

Adetoun Ayo-Adeola

Finance Procurement Manager

251 W Washington Street

8th Floor

Phoenix, AZ 85003-2295

Email: adetoun.ayo-adeola@phoenix.gov

Phone: [\(602\) 262-4815](tel:(602)262-4815)

Department:

Finance Central Procurement

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Adetoun Ayo-Adeola) at (602) 262-4815/Voice or 711/TTY, or adetoun.ayo-adeola@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	August 21, 2024
Pre-Offer Conference (Non-Mandatory)	August 26, 2024, 10:00am https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=me19b598d453dc1506d6eb0b40adbde63`
Site Visit	September 4, 2024, 9:00am TBD

Written Inquiries Due Date	September 9, 2024, 2:00pm
Offer Due Date	September 16, 2024, 2:00pm
Evaluation of proposals/Offers	September 23, 2024
Interview (If required)	October, 2024
Award Recommendation (protest period begin – 7 days)	October, 2024
City Council Approval	November, 2024

The City reserves the right to change above dates as necessary

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for custodial services for a five (5) 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, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

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

2.7. Inquiries

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

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

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

2.8. Addenda

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

2.9. Business in Arizona

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

2.10. Licenses

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

2.11. Certifications

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

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

2.12. Submission of Offer

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

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

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation

on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. 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)

Evaluation Criteria #1 - Method of Approach	200 pts
Evaluation Criteria #2 - Qualifications and Experience	200 pts
Evaluation Criteria #3 - Capacity	200 pts
Evaluation Criteria #4 - Price (Price Proposal) - Attachment A	250 pts
Evaluation Criteria #5 - References - Attachment W	150 pts

2.16. Pre-Award Qualifications

Offeror must have been in operation a minimum of 3 years. The Offeror's normal business activity during the past 3 years will have been for providing the goods or services in this solicitation.

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

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

2.19. 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. Evaluation of Competitive Sealed Offers

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

2.28. Detailed Evaluation of Offers and Determination of Competitive Range

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

2.29. Offers Not Within the Competitive Range

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

2.30. Discussions with Offerors in the Competitive Range

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

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

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

2.31. Best and Final Offers (BAFO)

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

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

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

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

3. Scope of Work

3.1. Purpose

The purpose of this Solicitation is to establish a contract to satisfy the custodial service needs of the Phoenix Police Departments. The services will be provided at various Police Department facilities throughout the City of Phoenix. The contract term is for a five-year period.

Offerors may submit an offer on one or multiple Zones (to include Specialized Cleaning) as outlined in 3.15 Facility Locations (Zones 1-6).

3.2. General Requirements

The Contractor shall:

- A. Provide qualified and experienced personnel, capable of providing the services to be performed under this contract. The Contractor will not subcontract any portion of the work.
- B. Designate a single primary point of contact within the Contractor's organization for the Police Department to route all communications, quality reviews, corrective actions, and personnel requirements through.
- C. Be responsible for maintaining assigned buildings per schedule and scope of work so that their overall appearance demonstrates a high degree of cleanliness.
- D. Perform custodial services in an efficient, customer-friendly, and well-run manner to meet the needs of the Police Department.
- E. Provide dedicated staffing for each facility so that the same individual resources are assigned to the same building, floor, or special tasks. The Contractor shall make best efforts to limit the use of fill-in staff, even if the individuals are properly permitted and included in the Staffing and Operations Plan.
- F. Provide all necessary trained personnel, supervision, scheduling, equipment and tools. Also, maintaining equipment and tools, cleaning chemicals, supplies, and other ancillary services required to perform the custodial services.
- G. Attend a start-up meeting with the Department contact and procurement officer no less than four (4) weeks prior to the contract start date. Meeting will include a walk-through of each site location.
- H. Allow for up to 30 days to complete background checks and CJIS clearance of all employees. Assure that, once notified by the Department, fingerprinting of Contractor's employees is completed within seven days.
- I. Furnish all cleaners, disinfectants, wastebasket liners, disposable bags for sanitary disposal, screened deodorant bars for toilets and urinals, urinal cartridge kits, paper towels, and cloths.

- J. Maintain sufficient inventory of all cleaning supplies at all times to perform specified tasks. The Contractor's onsite point of contact (POC) for each location shall provide guidance.
- K. Notify onsite City of Phoenix personnel if any biohazardous materials are found and allow City of Phoenix personnel to approve clean up or coordinate for proper processing.
- L. The Contractor will ensure that unless an "all clear" is given, contractor employees are required to clean restrooms associated with their gender identity.
- M. The Contractor will ensure contractor employees coordinate cleaning with on-site City Staff for areas requiring escorted access for cleaning. Contractor employees will be unable to clean holding cell or fingerprinting areas if detainees are present.
- N. Respond to all emergency calls within a two (2) hour period. The Contractor shall be compensated at the hourly rate indicated in the pricing section if the Contractor's employee is called back to a facility after the completion of the daily cleaning tasks OR the required onsite shift is completed.
 - 1. An emergency call is a report of a condition/failure constituting an immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. The Contractor shall respond immediately to all emergency calls and trouble calls, which may include notice of spills, or debris. For circumstances that interrupt or otherwise adversely impact property or occupant operations, the Contractor shall respond within thirty (30) minutes of notification and be on site within one hundred and twenty (120) minutes of notification, with the appropriate equipment, and remain on the job until the problem has been resolved or City representative gives permission to leave.
 - 2. The Contractor must have a telephone number to be contacted immediately anytime during a twenty-four (24) hour period. The Contractor's telephone number must be free of charge for City use.
- O. Provide and comply with the Staffing and Operations Plan proposed by the Contractor. Such plan shall be kept current and on file with Department.

3.3. Contractor Staffing and Operations Plan

The Contractor shall submit a Staffing and Operations Plan with a complete cleaning work schedule for each service location to the Police Department. Operations Plans with work schedules shall be submitted within fifteen (15) calendar days prior to the start of the contract for review and approval by the Department Contact. The Police Department has the right to make final changes as needed to meet Police Department requirements.

- A. The Police Department may require modifications to the procedures set forth in the Staffing Plan and Operations Plan to promote efficient administration and public convenience.

- B. The Staffing and Operations Plan shall be kept current and on file at all times with the Department Contact and must address the following:
1. The Contractor shall make modifications to the Staffing and Operations Plan as appropriate; all changes are subject to the Police Department's review and approval.
 2. Employees and representatives of the Contractor shall be sufficiently fluent in the English language to read and understand chemical labels and signs. The Contractor must certify that all employees are trained to recognize and understand Universal Safety Symbols. The Contractor's Supervisor or Lead must adhere to Section III, Special Terms and Conditions, Communication in English Clause, Item 18.
 3. The Contractor shall submit a current list of employees fifteen (15) calendar days prior to the start of this contract and thereafter as needed to maintain current records. A list is to be submitted of all employees who have been cleared and are ready to perform work under this contract.
 4. Changes in the employment list and facility assignment shall be reported to the Police Department no less than twenty-four (24) hours before the changes become effective, but not before background checks and badging are completed. The employment list and changes are to be submitted to the Department Contact.
 5. The Contractor shall provide appropriate training to employees prior to the beginning of service, as well as ongoing training, under this contract to ensure the competent performance of the work during scheduled hours. Each new and reassigned employee will receive onsite training by the Contractor during the first two (2) days of employment and follow up in the second week. Thereafter, additional training may be required or requested. The Contractor may be required to submit proof of training received by each employee.
 6. The Contractor must ensure that all employees are trained in evacuation procedures. All employees will participate in Police or other facility evacuations.
 7. The Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff.
 8. The Contractor shall monitor schedule adherence and supervision will be available or reachable at all times.
 9. A Contractor employee who has been prohibited from working at a City facility because of a breach of trust cannot be assigned to any other City facility.

3.4. Site and Employee Supervision

The Contractor will inspect all sites at the rate of one time per week per shift unless otherwise stated; using the Quality Control Checklist from the Custodial Service Performance Report Form to ensure the sites and employees meet contractual standards. "Supervision" includes, but is not limited to, thoroughly inspecting each site and notating findings of any problematic areas on

the Custodial Contractor Daily Report Form (to be provided by Department). Problematic areas shall include the following:

- A. Unsatisfactory cleaning.
- B. Checking all areas for additional maintenance needs.
- C. Contacting/interfaces with on-site City staff.
- D. Ensuring that employees are wearing City and company-issued badges.
- E. Inspect all equipment to ensure performance.
- F. Checking supplies and restocking products.
- G. Checking the Safety Data Sheet for expiration dates and replacing outdated sheets.
- H. Supplying and filling out HMIS labels for products not imprinted with this information.
- I. Verifying timesheet/timecard entries are correct.

3.5. Custodial Contractor Daily Report

A Custodial Contractor Daily Report will be supplied by the City and must include the following information:

- A. All employees, including the floor crew, supervisors, and other Contractor representatives must legibly print name (as it appears on their City badge), date, arrival, and departure times. All Contractor employees must log in and out individually on the Custodial Daily Report. All entries must be legible for man-hour verification. Quotation marks (“”) are not allowed in lieu of first or last name on signature lines.
- B. Corrections on Custodial Daily Report will consist of a single line through the error and initialed by the supervisor. All non-legible and obliterated entries will be considered as no hours worked.
- C. Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
- D. Any property or equipment not in a serviceable or operating condition listed by description and location.
- E. Damage, vandalism, or broken windows, listed by description and location.
- F. Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the Contractor’s supervisor and the Department Contact. A summary of the incident and resolution will be contained in the Custodial Daily Report.
- G. The City will supply the Custodial Contractor Daily Report forms. Forms must be left on site for the Department Contact to review.

3.6. Employee Identification

- A. All employees must be in uniforms that bear an easily visible company name or logo on the front and/or back. All employees with the exception of owners and management (this does not include field or site assigned supervisors) must be in company uniform while on site.
- B. Uniforms are to be approved by Department Contact and must not be dirty, stained, or torn. Open-toed shoes, shorts, and hats are not acceptable. Employees shall not wear colors or clothing associated with gangs.
- C. All employees shall wear their City-issued badge at all times while performing contract duties at City facilities. Department Contact may require badges to be worn on an armband. Please see Section III, Special Terms and Conditions, Contractor Worker Access Controls, Badge, and Key Access Requirements, Item 10.

3.7. Building/Site Access

- A. The Contractor's employees are forbidden access to designated restricted areas. Access to each building shall be as directed by the Department Contact. The Contractor's employees are not authorized access other than during scheduled hours for the custodial services. The Contractor's employees may not leave the premises during working hours except for their lunch break and in cases of emergency or approval from the Department Contact.
- B. The Contractor's employees may not be allowed in all areas of locations listed in 3.15 Facility Locations. The Contractor's employees may need an escort to some areas/rooms for cleaning as outlined in 3.16 General Cleaning Specifications and in 3.17 Laboratory Cleaning Specifications.
- C. If applicable to the site, all doors will be locked upon completion of cleaning and any alarm system re-set. The Contractor's employees will be trained in the arming/disarming procedures of the alarm system. Any fines received resulting from an error in the Contractor's personnel arming/disarming the system will be deducted from the Contractor's monthly invoice. Deductions may also be taken if City staff is contacted outside of regular business hours, due to negligence of the Contractor staff, for assistance in the alarm system or any other problem due to untrained staff.
- D. Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings while in the process of performing the services described herein or representing the Contractor as an employee authorized to perform these services. The Contractor's employees are not to be accompanied in the work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.
- E. All Contractor employees must possess a City of Phoenix identification badge for site access. Department Contact may choose designated areas to leave badges and keys

when the workday is complete. Please see Section III, Special Terms and Conditions, Contractor Worker Access Controls, Badge, and Key Access Requirements, Item 10.

3.8. Work Week

Unless designated otherwise, the normal work week will be Monday through Friday, EXCLUDING CITY HOLIDAYS: New Year's Day; Martin Luther King, Jr. Day; President's Day; Cesar Chavez Day; Memorial Day; Juneteenth, Independence Day; Labor Day; Indigenous Peoples' Day, Veteran's Day; Thanksgiving Day; the day after Thanksgiving Day; and Christmas Day.

Christmas Eve may be a one-half day if it falls on a normal workday for the facility.

If a City employee/location coordinator is available/on site for City Holidays (to include the day after Thanksgiving), cleaning may be requested. Holiday cleaning schedule/hours will be established per location, during the Contract Transition Meeting. Weekend and holiday hours subject to change.

3.9. Work Time Designations

A. Unless designated otherwise, the following time schedules are applicable:

- Three (3) times daily – Work to be performed once per shift.
- Two (2) times daily -Work to be performed once during the day shift and once during the evening shift.
- One (1) time daily -Work to be performed each day.
- One (1) time per week (weekly) -Work to be performed once per week with a minimum of four (4) days apart.
- Two (2) times per week -Work to be performed twice per week with a minimum of two (2) days apart.
- Three (3) times per week -Work to be performed on Monday, Wednesday, and Friday.
- One (1) time per month (monthly) -Work to be performed once per month with a minimum of three (3) weeks apart.
- Two (2) times per month -Work to be performed twice per month with a minimum of two (2) weeks apart.
- One (1) time per contract year (yearly) – Work to be performed once per contract year within the first sixty (60) days of each twelve (12) month period.
- Two (2) times per contract year – Work to be performed twice per contract year with the first work to be performed within the first sixty (60) days and at six (6) months thereafter of each twelve (12) month period.

- Four (4) times per contract year (quarterly) – Work to be performed at approximately ninety (90) day intervals with the first work to be performed within the first thirty (30) days of each contract year.

B. Work is to be completed during the time frame listed in each location outlined in Section 3.15. Facility Locations. Zone 6, Specialized Cleaning is available to be scheduled 7 days a week to include nights/weekends. Specialized cleaning (Zone 6) will be scheduled by each location and request in advance.

3.10. Alteration of Work Hours

The Police Department reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the work as altered, the same as it had been a part of the original Contract. The Police Department will make arrangements to cover unforeseen circumstances, which make it impossible to carry out the work in accordance with the original contract plans and specifications. Additional costs shall not be incurred for a change in work schedules.

3.11. Custodial Service Performance Report

- A. The Department Contact may conduct monthly random facility inspections of the area(s) covered under this contract using a Custodial Service Performance Report to score performance. The purpose of the inspection is to assess the Contractor's adherence to the Scope of Work for each facility.
- B. The Contractor's point-of-contact or higher representative may be required to participate with the Department Contact.
- C. A passing score must be achieved on each section the Custodial Service Performance Report or a corrective action will be noted for that section. The report contains four sections with different weights for each section: 1) quality of service delivery (60%), 2) management and staffing (20%), 3) compliance of services (10%), and 4) environmental management (10%).
- D. Inspection Procedures are as follows:
 1. Each inspection will result in a written finding report which will be provided to the Contractor for follow-up. The report will also include a list of any outstanding performances observed during the inspection, a list of concerns, and a list of suggested actions. All findings must be addressed by the Contractor.
 2. If the Contractor is unable to respond within the requested time frame an extension may be requested by the Contractor granted by the Department Contact if unusual circumstances prevent compliance. If a response is not received by the Department Contact within the agreed-upon time frame, the Department Contact will follow up with the Contractor. If the Contractor continues to be delinquent in providing a response, the request will be elevated to the Department Contact management for further review.

3. Random follow-up inspections may be performed in those facilities that are assessed to be at a higher risk for recurrence of noncompliance.
 4. Facility Inspection Reports will be kept on file and will be used to help determine facilities in need of future inspections.
- E. Upon receipt of the Custodial services performance report, the Department Contact will follow-up with the Contractor according to the following scoring criteria:
- 90 Percent and above – Passing Score
 - The Contractor is not required to submit a Facility Cleaning and Vendor Inspector Corrective Action Response form.
 - The Department Contact will review the findings and offer assistance to the facility as needed.
 - 80–89 Percent – Corrections Needed
 - The Contractor is required to submit a Facility Cleaning and Vendor Inspector Corrective Action Response Form.
 - The Department Contact will review the findings and will send a follow-up email to the Contractor to address findings and possible corrective actions.
 - The Department Contact will initiate a conference call with the Contractor if needed to address specific findings.
 - The Department Contact will perform a detailed review of the Facility Cleaning and Vendor Inspector Corrective Action Response form to ensure that the corrective actions that the Contractor has implemented will properly address the findings.
 - 70–79 Percent – Needs Improvement
 - The Contractor is required to submit a Facility Cleaning and Vendor Inspector Corrective Action Report.
 - The Department Contact will initiate a conference call with the Contractor to discuss the findings prior to the submittal of the Facility Cleaning and Vendor Inspector Corrective Action Response form.
 - The Department Contact will schedule a facility visit if requested by the Contractor.
 - The Department Contact will follow up with the Contractor after the Facility Cleaning and Vendor Inspector Corrective Action Response form is submitted to ensure corrective actions are implemented.
 - 60–69 Percent – Needs Immediate Action

- The Contractor is required to submit a Facility Cleaning and Vendor Inspector Corrective Action Response form.
 - The Department Contact will initiate a conference call immediately following an inspection to review the inspection findings with the following:
 - Contractor's Management – if applicable
 - Contractor's Supervisors/Leads – if applicable
 - Contractor's Ownership/Corporate Representatives
 - Procurement Officer
 - The Department Contact will initiate a facility visit depending upon the cause of the findings.
 - The Department Contact will discuss the need for a follow-up visit during the call with Contractor ownership/corporate representatives, managers, and supervisors/leads.
 - The Department Contact will plan a visit after receipt of the Facility Cleaning and Vendor Inspector Correction Action Response form to assess the implementation of corrective actions.
- 59 Percent and Below – Failure with Need for Action
- The Contractor is required to submit a Facility Cleaning and Vendor Inspector Corrective Action Form.
 - The Department Contact will initiate a conference call immediately following the inspection to review the inspection findings with the following:
 - Contractor's Management – if applicable
 - Contractor's Supervisors/Leads – if applicable
 - Contractor's Ownership/Corporate Representatives
 - Procurement Officer
 - The Contractor may be sent a cure letter – at the discretion of the Department Contact and the Procurement Officer.
 - The Department Contact will set up a facility visit to work with the Contractor (if applicable) to implement corrective action.
 - The Department Contact will plan a visit after receipt of the Facility Cleaning and Vendor Inspector Corrective Action Report to assess the implementation of corrective actions.

3.12. Monthly Review

The Contractor may be required to attend a monthly compliance review with a Police Department staff member. The Contractor will be notified of the exact time and place of each meeting. The meeting will be at no additional cost to the Police Department. The intent of the meetings is to review the inspections of the Facility Inspection Report or to discuss other matters related to the contract.

3.13. Quality and Acceptability of Work

The Department Contact shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If in the opinion of the Department Contact, performance becomes unsatisfactory, the City shall notify the Contractor.

3.14. Electronic Equipment

The Contractor's employees are not to clean any electronic equipment, including computers (PC) servers, switches, keyboards, and any other peripheral device in any Police Department location, unless explicitly requested for a particular location.

3.15. Facility Locations (Zones 1-6)

Location No.	Facility	Address	Zip Code
Zone 1			
1	Buef Substation	3435 W. Pinnacle Peak Rd.	85027
2	Cactus Park Precinct	12220 N. 39th Ave.	85029
3	Estrella Mountain Precinct	2111 S. 99th Ave.	85353
4	Maryvale Precinct	6180 W. Encanto Blvd.	85035
Zone 2			
5	Black Mountain Precinct	33355 N. Cave Creek Rd.	85331
6	Deer Valley Air Support	102 E. Deer Valley Rd.	85027
7	Desert Horizon Precinct	16030 N. 56th St.	85254
8	Mountain View Precinct	2075 E. Maryland Ave.	85016
9	Northern Command	302 E. Union Hills Dr.	85029
10	Sunnyslope Substation	750 W. Peoria Ave.	85041
Zone 3			
11	Central City Precinct	1902 S. 16th St.	85034
12	MDC/SVD	425 E. Buckeye Rd.	85000

13	Southern Command	3443 South Central Ave.	85041
14	South Mountain Precinct	400 W. Southern Ave.	85004
15	South Mountain Precinct	400 W, Southern Ave. - DEB	85004
16	Pecos Substation	17010 S. 48th St.	85024
Zone 4			
17	Police and Public Safety	620 W. Washington St.	85003
18	Crime Lab	621 W. Washington St.	85003
19	Police Property	100 E. Elwood St.	85040
20	Downtown Operations Unit - 333	333 E. Jefferson St. Suite 106	85004
21	Downtown Operations Unit - 424	424 N. Central Ave.	85004
Zone 5			
22	Training Academy	10001 S. 15th Ave.	85041
23	Driving Track	8645 W. Broadway	85041
Zone 6			
Per Location	Specialized Cleaning	Various	Various

ZONE 1

LOCATION 1 - BEUF POLICE SUBSTATION

3435 W. Pinnacle Peak Rd.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Carpet	2,352	
	Concrete	583	
	Ceramic Tile	1,030	
	VCT	1,002	

Building Description:

Open offices, briefing room, restrooms with showers, locker rooms, bike storage, parking lot

Restrooms, Kitchens, and Water Fountains:

2 Restrooms, 4 stalls, 1 urinal, 2 showers, 2 showerheads, 3 sinks

Cleaning Schedule Monday - Friday between 6:00 AM - 12:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Bike storage area to be cleaned monthly for dust and debris

ZONE 1

LOCATION 2 - CACTUS PARK PRECINCT

12220 N. 39th Ave.

Building Flooring Approximate Hours of Operation

Specifications Square Feet 24 Hour Operations

Carpet 2,200

Ceramic Tile 750

Concrete 950

Tuflex Rubber 400

VCT 9,000

Building Description

Offices, lobby, briefing room, break room, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mobile mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

7 Restrooms – 11 stalls, 5 urinals, 2 showers, 5 showerheads, 7 sinks, 1 kitchen, 2 water fountains

Cleaning Monday - Friday between 6:30 AM - 3:30 PM

Schedule

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 1

LOCATION 3 - ESTRELLA MOUNTAIN PRECINCT

2111 S. 99th Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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Carpet	13,000		24 Hour Operations
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Ceramic Tile	5,000		
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Tuflex Rubber	3,500		
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VCT	1,200		
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Building Description:

Offices, lobby, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

9 Restrooms - 7 stalls, 5 urinals, 3 showers, 10 showerheads, 10 sinks, 1 kitchen, 2 water fountains

Cleaning Monday - Friday between 7:00 AM - 3:30 PM

Schedule Saturday and Sunday between 8:00 AM - 12:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 1

LOCATION 4 - MARYVALE PRECINCT

6180 W. Encanto Blvd.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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24 Hour Operations

Carpet 450

Ceramic Tile 900

Concrete 1,600

Concrete (sealed) 530

Tuflex Rubber 1,500

VCT 6,500

Building Description:

Offices, lobby, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

7 Restrooms – 11 stalls, 5 urinals, 2 showers, 5 showerheads, 7 sinks, 1 kitchen, 2 water fountains

Cleaning Schedule Monday - Friday between 6:30 AM - 7:30 PM

Saturday, Sunday and City Holidays between 8:00 AM - 12:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 2

LOCATION 5 - BLACK MOUNTAIN PRECINCT

33355 N. Cave Creek Rd.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	12,000	24 Hour Operations
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	Ceramic Tile	5,000	
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	Terrazzo	1,500	
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	Tuflex Rubber	3,500	
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	VCT	600	
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Building Description

Offices, lobby, briefing room, conference rooms, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

9 Restrooms - 7 stalls, 5 urinals, 3 showers, 10 showerheads, 10 sinks, 1 kitchen, 2 water fountains

Cleaning Schedule Monday - Friday between 6:30 AM - 3:30PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 2

LOCATION 6 - DEER VALLEY AIR SUPPORT

102 E. Deer Valley Rd.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	3,000	24 Hour Operations
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	Ceramic Tile	600	
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	Concrete	1,100	
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	VCT	3,700	
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Building Description

Offices, meeting/break room, restrooms, locker rooms, parking lot

Restrooms, Kitchens, and Water Fountain

5 Restrooms - 2 stalls, 4 Urinals, 2 showers, 10 showerheads, 9 sinks, 1 kitchen, 1 water fountain

Cleaning Schedule	Monday - Friday between 5:00 AM - 11:00 AM
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Cleaning Specifications	Please refer to Section 3.16. General Cleaning Specifications
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Additional Site-Specific Information	Not Applicable
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ZONE 2

LOCATION 7 - DESERT HORIZON PRECINCT

16030 N. 56th St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	675	24 Hour Operations
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	Ceramic Tile	950	
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Tuflex 1,500
Rubber

VCT 7,950

Building Description

Offices, lobby, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

7 Restrooms – 11 stalls, 5 urinals, 2 showers, 5 showerheads, 7 sinks, 1 kitchen, 2 water fountains

Cleaning Schedule Monday - Friday between 6:30 AM - 3:30 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 2

LOCATION 8 - MOUNTAIN VIEW PRECINCT

2075 E. Maryland Ave.

Building Specifications **Flooring** **Approximate Square Feet** **Hours of Operation**
24 Hour Operations

Carpet 13,300

Ceramic Tile 4,150

Concrete 1,300

Tuflex Rubber 4,000

VCT 2,250

Building Description:

Offices, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

9 Restrooms - 7 stalls, 5 urinals, 3 showers, 10 showerheads, 10 sinks, 1 kitchen, 2 water fountains

- Cleaning** Monday - Friday between 6:30 AM - 8:00 PM
- Schedule** Saturday, Sunday and City Holidays between 8:00 AM - 2:00 PM
- Cleaning Specifications** Please refer to Section 3.16. General Cleaning Specifications
- Additional Site-Specific Information** Not Applicable

ZONE 2

LOCATION 9 - NORTHERN COMMAND

302 E. Union Hills Dr.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Carpet	6,105	
	Ceramic Tile	840	
	Concrete	6,260	
	Tuflex Rubber	1,870	
	VCT	3,410	

Building Description:

Offices, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, motorcycle garage, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

7 Restrooms, 11 stalls, 5 urinals, 3 showers, 5 showerheads, 7 sinks, 1 kitchen, 2 water fountains

Cleaning Monday - Friday between 8:00 AM - 2:00 PM

Schedule

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 2

LOCATION 10 - SUNNYSLOPE SUBSTATION

750 W. Peoria Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	2,520	24 Hour Operations
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	Ceramic Tile	90	
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	Concrete	4,400	
	(sealed)		

	Tuflex	750	
	Rubber		

Building Description:

Offices, conference/break rooms, restrooms with showers, locker rooms, exercise room, holding cells, parking lot

Restrooms, Kitchens, and Water Fountains

4 Restrooms - 4 stalls, 2 urinals, 4 showers, 7 showerheads, 9 sinks, 1 water fountain

Cleaning Monday - Thursday between 7:00 AM - 12:00 PM

Schedule

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 3

LOCATION 11 - CENTRAL CITY PRECINCT

1902 S. 16th St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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Carpet 1,120

Ceramic Tile 950

Concrete 1,630

Tuflex Rubber 1,575

VCT 6,700

24 Hour Operations

Building Description

Offices, lobby, briefing room, break room, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mobile mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

7 Restrooms – 11 stalls, 5 urinals, 2 showers, 5 showerheads, 7 sinks, 1 kitchen, 2 water fountains

Cleaning Schedule Monday - Friday between 6:30 AM - 7:30 PM

Schedule Saturday, Sunday and City Holidays between 8:00 AM - 12:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information

Not Applicable

ZONE 3

LOCATION 12 - MDC/SVD

425 E. Buckeye Rd.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	3,270	24 Hour Operations
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	Concrete (sealed)	6,240	
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	Ceramic Tile	930	
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	VCT	130	
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	Anti-static	500	
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Building Description:

Offices, Training room, Computer Training Room, Cold Room, safety room, break room, restrooms, RV/Vehicle bay, Warehouse, Parking lot

Restrooms, Kitchens, and Water Fountains

2 Restrooms - 4 stalls, 1 urinal, 2 showers, 2 showerheads, 4 sinks, 1 water fountain

Cleaning Schedule Monday - Friday between 8:00 AM - 5:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information

Dry dust mop MDC Bay Area once per week. Dry dust mop warehouse (sealed concrete) once per month.

ZONE 3

LOCATION 13 - SOUTHERN COMMAND

3443 South Central Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Carpet	6,800	24 Hour Operations
	Ceramic Tile	9,000	
	Concrete	9,000	
	Tuflex Rubber	1,000	
	VCT	900	

Building Description

Offices, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, motorcycle garage, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

8 Restrooms - 6 stalls, 5 urinals, 4 showers, 9 showerheads, 13 sinks, 1 kitchen, 3 water fountains

Cleaning Schedule Monday - Friday between 7:00AM - 7:30 PM

Schedule Saturday, Sunday and City Holidays between 8:00 AM - 12:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 3

LOCATION 14 - SOUTH MOUNTAIN PRECINCT

400 W. Southern Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Ceramic Tile	1,365	
	Concrete (sealed)	7,000	
	Concrete	1,000	
	Tuflex Rubber	1,500	
	VCT	75	
	Carpet	6,400	

Building Description:

Offices, lobby, conference room, briefing room, break rooms, restrooms with showers, locker rooms, exercise room, holding cells, shooting range office, mechanics garage and office, patio area, parking lot

Restrooms, Kitchens, and Water Fountains

9 Restrooms, 13 stalls, 7 urinals, 3 showers, 5 showerheads, 10 sinks

Cleaning Schedule	Monday - Friday between 6:30 AM - 7:00 PM
Schedule	Saturday, Sunday and City Holidays between 8:00 AM - 12:00 PM
Cleaning Specifications	Please refer to Section 3.16. General Cleaning Specifications
Additional Site-Specific Information	Not Applicable

ZONE 3

LOCATION 15 - SOUTH MOUNTAIN PRECINCT - DEB

400 W. Southern Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Carpet	6,400	

Ceramic 145
 Tile

VCT 75

Building Description:

Offices, lobby, conference room, restroom

Restrooms, Kitchens, and Water Fountains

2 Restrooms, 2 stalls, 2 urinals, 3 sinks

Cleaning Monday - Friday between 12:00 PM - 3:00 PM

Schedule Saturday, Sunday and City Holidays between 8:00 AM - 12:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Mechanic shop and VCB to be cleaned between 6:00 AM and 2:00 PM Tuesday - Friday. Offices, sinks and restrooms to be cleaned, excluding shop bay floor.

ZONE 3

LOCATION 16 - PECOS SUBSTATION

17010 S. 48th St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations

Carpet 3,400

Ceramic 1,800
 Tile

Concrete 1,280

VCT 1,380

Building Description:

Open offices, classrooms, restrooms, parking lot

Restrooms, Kitchens, and Water Fountains

3 Restrooms, 6 stalls, 3 urinals, 2 showers, 6 showerheads, 6 sinks, 1 kitchen

Cleaning Monday - Friday between 7:00 AM - 3:00 PM

Schedule

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Not Applicable

Information

ZONE 4

LOCATION 17 - POLICE AND PUBLIC SAFETY

620 W. Washington St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Carpet	101,315	24 Hour Operations
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	Ceramic Tile	2,236	
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	Concrete	3,692	
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	Raised Flooring	4,253	
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	Terrazzo	13,170	
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	Tuflex Rubber	2,703	
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	VCT	8,384	
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Building Description:

Main Police Headquarters, Press Conference center, Admin and Clerk offices, Conference/meeting rooms, Fingerprinting area, Interviewing and holding rooms, Forensic Imaging, 911 Dispatch, Radio & Computer Services, Fitness Room, Break rooms, Locker & Shower rooms, Restrooms, Elevators, Stairways, Underground garage.

Restrooms, Kitchens and Water Fountains

26 Restrooms - 36 stalls, 21 urinals, 4 showers, 16 showerheads, 25 sinks, 6 kitchens, 13 water fountains

- Cleaning** Monday - Friday between 6:30 AM - 10:00 PM
- Schedule** Saturday, Sunday and City Holidays between 7:00 AM - 3:30 PM
- Cleaning** Please refer to Section 3.16. General Cleaning Specifications

Specifications

- Additional** 911 Center to be disinfectant cleaned twice daily. Must be vacuumed daily in the evening or as requested. Vacuums must be quiet enough to allow operators to talk on the telephones while cleaning is performed.
- Site-Specific Information**

ZONE 4

LOCATION 18 - POLICE CRIME LAB

621 W. Washington St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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Carpet 20,697

Ceramic Tile 1,904

Concrete (sealed) 18,261

Coved Vinyl 19,594

VCT 5,383

Building Description

Police Crime Laboratories, general offices, conference and meeting rooms, vehicle inspection bays, evidence-storing rooms, and property impound, break rooms, kitchens, fitness room and restrooms, showers, stairways, and elevators.

Restrooms, Kitchens, and Water Fountains

8 Restrooms - 15 stalls, 3 urinals, 4 showers, 4 showerheads, 12 sinks, 12 lab sinks, 1 kitchen, 3 water fountains

Cleaning Monday - Friday between 6:30 AM - 5:00 PM

Schedule

Cleaning Please refer to Section 3.16. General Cleaning Specifications

Specifications

Additional Site-Specific Information -Laboratories to be disinfected daily.
-Floors to be dust and damp mopped daily (see Section 3.16. General Cleaning Specifications outlining requirement).
-Garage stairs to be accessed from inside building to be cleaned no less than monthly, to include standard stair cleaning as outlined in 3.16 General Cleaning Specifications.

Laboratory – Custodian PPE Requirements (OSHA Personal Protective Equipment Standards – General Requirements, 29 CFR1910.132)

A. Contractor shall provide their employees adequate personal protective equipment where necessary in the performance of their duties for all laboratories and specific areas. PPE to include but not limited to:

- I. Protective eyewear – safety glasses/goggles
- II. Gloves resistant to chemicals
- III. Masks

B. Contractor shall insure that employees are properly trained (usage and care) and that assigned PPE is worn at all times while servicing laboratories, or when hazards present.

C. Contractor employees are responsible to maintain their assigned PPE in clean, sanitary and usable condition.

D. Cleaning of all counter tops in laboratory testing areas is prohibited. Laboratory countertop areas are the responsibility of City staff.

E. Microfiber products to be used when performing any dusting task (including floors).

F. Contractor is responsible for providing separate mop and buckets for each individual laboratory.

G. A neutral-PH, hospital grade disinfectant to be used for cleaning laboratory floors.

H. No aerosol product to be used in laboratory area.

I. Laboratory countertops are to be covered with lightweight plastic drop cloths when performing high dusting and/or overhead cleaning tasks. The drop cloths must be removed as soon as cleaning of the area is complete. Note: no drop cloth is to be used in an area where equipment is running that generates heat.

J. Coved Vinyl NO WAX Sweep and Damp Mop 1 X Weekly or Lab Posting, and dry buffed twice per year. NO WAX will be allowed.

K. Contractors Area Supervisor(s) required to conduct site visit a minimum of two (2) times per week. Site visits will include contact with custodial staff, monitor supply inventory, and check equipment to ensure proper working condition.

L. Supervisor Inspections conduct facility inspections a minimum of one (1) time per week for cleanliness and overall contract compliance. Each floor of the facility to have an assigned custodian. Additional duties may be assigned by the Lead Custodian in other areas of the facilities as needed.

ZONE 4

LOCATION 19 - POLICE PROPERTY

100 East Elwood St.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
	Carpet	30,000	24 Hour Operations
	Ceramic Tile	12,000	
	Concrete (sealed)	2,600	
	Raised Flooring	1,400	
	VCT	7,000	

Building Description

Offices, conference rooms, kitchen, lobby, patio area, restrooms, and evidence impound, storage warehouse and supply warehouse, communications sections, showers, elevator, stairwells and exercise room

Restrooms, Kitchens, and Water Fountains

9 Restrooms – 12 stalls, 4 urinals, 5 showers, 5 showerheads, 18 sinks, 1 kitchen, 4 water fountains

Cleaning Schedule

Monday - Friday between 6:30 AM - 8:00 PM

Saturday, Sunday and City Holidays between 7:00 AM - 12:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information

-Machine and Records Rooms to be swept and mopped once a week.

-GIB Garage and Restroom to be cleaned daily first thing in the morning, starting at 6:00 AM.

-911 Center to be disinfectant cleaned twice daily. Must be vacuumed daily in the evening or as requested. Vacuums must be quiet enough to allow operators to talk on the telephones while cleaning is performed.

ZONE 4

LOCATION 20 - DOWNTOWN OPERATIONS UNIT - 333

333 E. Jefferson St., Suite 106

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations

Carpet 1,884

Ceramic 60
Tile

Building Description:

Office, desks in cubicles, meeting/break room, restrooms, locker rooms

Restrooms, Kitchens, and Water Fountains

2 Restrooms - 3 sinks, 1 kitchen

Cleaning Schedule

Monday - Friday between 8:30 AM - 3:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Parking for custodial staff is not included, but arrangements may be between Contractor and current garage owner of the garage.

ZONE 4

LOCATION 21 - DOWNTOWN OPERATIONS UNIT - 424

424 N. Central Ave.

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
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	Ceramic Tile	170	24 Hour Operations
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	Terrazzo	2,443	
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	Concrete	390	
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Building Description:

Office, open area with desks, tables and chairs, restrooms with showers, locker rooms, patio area

Restrooms, Kitchens, and Water Fountains

2 Restrooms, 2 stalls, 1 urinal, 2 showers, 2 showerheads, 3 sinks, 1 kitchen

Cleaning Schedule Monday - Friday between 6:00 AM - 12:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Parking is limited. Location will work with Contractor for parking pass.

ZONE 5

LOCATION 22 - POLICE TRAINING ACADEMY

10001 S. 15th Ave

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Carpet	29,400	
	Ceramic	3,600	
	Concrete	1,500	
	VCT	14,100	

Building Description

Offices, conference rooms, kitchen, lobby, patio area, restrooms, evidence impound, storage warehouse, supply warehouse, armory, communications sections, showers and exercise room.

Restrooms, Kitchens, and Water Fountains

15 Restrooms, 48 stalls, 26 urinals, 21 showers, 60 sinks, 4 kitchens, 6 water fountain

Cleaning Schedule Monday - Friday between 5:30 AM - 4:00 PM

Cleaning Specifications Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 5

LOCATION 23 - POLICE DRIVING TRACK

8645 W. Broadway Rd

Building Specifications	Flooring	Approximate Square Feet	Hours of Operation
			24 Hour Operations
	Carpet	1,650	
	Ceramic Tile	250	
	VCT	1,720	

Building Description

Open offices, classrooms, restrooms, parking lot

Restrooms, Kitchens, and Water Fountains

2 Restrooms - 4 stalls, 1 urinal, 2 showers, 2 showerheads, 5 sinks, 1 kitchen, 2 water fountains

Cleaning Schedule Monday - Friday between 6:00 AM - 3:00 PM

Cleaning Specifications

Please refer to Section 3.16. General Cleaning Specifications

Additional Site-Specific Information Not Applicable

ZONE 6

AREA/SERVICE	TASK	FREQUENCY	DETAIL/DESCRIPTION
Carpet	Deep Clean/Extraction	Quarterly or as requested	Wall to wall carpet deep cleaning in all areas and walk off mats including shampooing, bonneting, or other acceptable cleaning methods.
Upholstery furniture	Steam Clean	Quarterly or as requested	Steam clean upholstered furniture to remove spots, stains and deep clean.
Ceramic Tile (to include tile outside of restrooms and locker rooms, hallways)	Machine scrub	2 X Monthly or as requested	Ceramic tile to be machine scrubbed, water to be extracted to remove all dirt and water.
Fitness Rooms	Standard Cleaning	1 X Week or as requested	-Check an overall cleanliness -Scrape off old adhesive tapes on doors -Spot clean doors, walls, windows, and windowsills, light Switches/Plates
Tuflex Rubber (fitness rooms)	Deep Clean	1 X Monthly or as requested	-Dust mop and to deep clean. Floor must be free of dust, dirt and debris prior to deep clean.

			-Neutral pH cleaner must be utilized per manufacturer instructions.
			-Deep clean per manufacturer directions for "Routine Maintenance."
Anti-static	Strip and Wax	1 X Year or as requested	Sweep and damp mop to remove loose dirt, dust, grit, and debris using Neutral pH cleaner.
Covered Vinyl	-Sweep -Damp Mop	1 x Weekly or as requested	Sweep and damp mop to remove loose dirt, dust, grit, and debris using Neutral pH cleaner.
Concrete (unsealed)	-Power Wash -Machine Scrub	2 X Contract Year or as requested	-Concrete entryways and patios to be machine scrubbed and power washed as scheduled by site location. -Concrete floors shall be machine scrubbed, water to be extracted to remove all dirt and water.
Concrete (sealed)	-Strip and Seal -Buff	-2 X Contract Year or as requested -1 X Month or as requested	-Concrete floors shall be stripped and sealed with five (5) coats of concrete sealer. -Buff uniform to show clean and shine appearance.
Marble and Terrazzo Walls/Floors	Strip and wax	2 X Contract Year or as requested	Maintain industry standard. Stripped and sealed with minimum two (2) coats of sealer.
Restroom/Shower Floors	Machine Scrub	1 X Month or as requested	Restroom/Shower floors shall be machine scrubbed with enzyme products.
-Property Management Building Warehouse -MDC/SVD Warehouse	-Machine Scrub -Burnish	1 X Month or as requested	-Wall to wall auto/machine scrub -Burnish
Shooting Range	Standard Cleaning	1 X Week or as requested	-Sweep and damp mop to clean dust, marks, cobwebs. -Spot clean light switches/plates, doors, walls

			-Escorted access will be required at all times and will need to be prearranged and coordinated with location manager
Training Academy Armory	Standard Cleaning	1 X Week or as requested	-Sweep and damp mop to clean dust, marks, cobwebs. -Spot clean light switches/plates, doors, walls -Escorted access will be required at all times and will need to be prearranged and coordinated with location manager
Elevators	Steam Cleaning	4 X Year or as requested	Steam clean elevator floors, walls and rails to disinfect and clean.
Holding Room/Cells	-Disinfectant Cleaning -Pressure Wash -Machine Scrub	-Daily -Pressure Wash 1 X Month or as requested -Machine Scrub 1 X Month or as requested	-Check an overall cleanliness -Scrape off old adhesive tapes on doors -Spot clean doors, walls, windows, and windowsills, light Switches/Plates -Wipe free of prints and ink, including surrounding walls; using caution not to disturb any machines or paperwork -Wipe down metal backing/walls to remove any kind of marks such as smudges, dried splashes/spills. -Vacuum carpets or Sweep/Mop VCT in separate section each day *Report bloodborne pathogen or dried bodily fluids immediately to on-site City personnel -Pressure wash cells and surroundings (doors [interior and exterior], restroom, benches,

			handcuffs, walls and wash down fingerprint station. Clean windows.
			-Disinfectant machine scrub floors at the same time as pressure wash.
Restroom Specialized Cleaning	KaiVac Cleaning equipment (or similar)	1 X Month or as requested at each location	-KaiVac Cleaning equipment will thoroughly disinfect and clean behind, under, and over all restroom fixtures, remove soap scums, water spot-built-ups, walls, and all other grouted surface areas
-Benches			
-Ceramic Tile			
-Doors			-Maximum care will be taken to prevent staining to wall tile and grout
-Floors			
-Partitions			
-Restrooms			
Courtyards, Dock/Landings, Enclosed/open patios, exterior entryways, garages, parking lots, ramps, sidewalks, exterior stairs, underground walkways	-Sweep/Air Blower -Pressure Wash	-2 X month or as requested for sweeping/air blowing -1 X Month or as requested for pressure washing	-Remove all dirt, grime and embedded foreign objects from surroundings on the concrete ground, stairs/stairwells. -Wash off dirt and debris from tables and chairs

3.16. General Cleaning Specifications

A. General Areas/Items

AREA/SERVICE	TASK	FREQUENCY	DETAIL/DESCRIPTION
Break Rooms/Kitchens	Disinfectant Cleaning	2 X Daily	-Check an overall cleanliness -Clean appliances exteriors of refrigerators, microwaves -Sanitize all sinks, countertops, tables, chairs -Scrape off old adhesive tapes on doors and windows, window ledges -Spot clean Couches/Chairs/Legs/Arms

			-Spot clean doors, walls, light switches/plates, locker exteriors
			-Wipe clean and polish exteriors of cabinets, drawers vending machines, soap and paper towel dispensers
-Common Area/Public Lobby	Disinfectant Cleaning	Daily	-Check an overall cleanliness
-Conference Rooms			-Disinfect and clean telephone
-Front Desks			-Wipe down tables, chairs, vacant desks, countertops, chairs/legs/arms
-Mechanic Shops			-Scrape off old adhesive tapes on doors and windows
-			
Open/Close/Enclave offices			-Spot clean Couches/Chairs/Legs/Arms
-Quiet Room			-Spot clean doors, walls, light switches/ plates, windows, and windowsills
-Restricted Areas			
			*Do not disturb if Quiet Room is occupied.
ADA Ramps and Handrails	Disinfectant Cleaning	Daily	-Pick up debris in and around entry and exit areas
			-Remove trash, cigarette butts, gum, tar and debris and clean handrails
Baseboard	Spot clean	Daily	-Thoroughly clean all baseboard surfaces following wet mopping and/or machine scrubbing
-Brass	Polish	Daily	-Remove fingerprints and smudges/stains
-Chrome			
-Stainless Steel			
Cubicle Panels	Clean	Daily	-Thoroughly clean cubicle panels and cloth covered surface to remove all dirt, grime, handprints and debris. This is to be done in separate section each day
-Doors	Clean	Daily	-Spot clean all interiors/exteriors surfaces to remove fingerprints, smudges, smear, dust, splash
-Door Frames			
-Glass Doors			
-Side Panels			
Drinking Fountains	Clean/	2 X Daily	-Remove all water residues, calcium buildups

	Disinfectant/ Polish		-Spot clean adjacent walls and floor due to wall splash
Graffiti	Remove	As needed	-Notify City Staff on site immediately when discovered. Once approval has been given, clean as noted: -Remove paint, ink, and other forms of graffiti using care not to damage the surface
-Air Vents -Ceiling Fans -Ceiling Light Features	Clean	Monthly	-Thoroughly clean to remove all dust, debris, marks, and surface dirt
Walls	Clean	Daily	-Spot clean and remove fingerprints, dust, soil, gum etc., utilizing clean water or solutions required by manufacture's standards
Wall Displays (glass and non-glass)	Clean	Daily	-Spot clean to remove dust, debris, smudges
Window Blinds	Clean	Daily	-Remove all dust, cobwebs, grime, and fingerprints. This is to be done in separate section in all areas

B. Booking Rooms

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
-Fingerprints Station	Disinfectant Daily	-Check an overall cleanliness
-Family Room	Cleaning	-Scrape off old adhesive tapes on doors
-Interview Room		-Spot clean doors, walls, windows, and windowsills, light Switches/Plates
-Property Room		-Wipe free of prints and ink, including surrounding walls; using caution not to disturb any machines or paperwork -Wipe down metal backing/walls to remove any kind of marks such as smudges, dried splashes/spills. -Vacuum carpets or Sweep/Mop VCT in separate section each day

*Report bloodborne pathogen or dried bodily fluids immediately

C. Recycle/Trash Bins

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
Common Areas Dispose	2 X Daily	-Empty all recycle and trash containers located in common areas throughout the facility (conference rooms, kitchens, hallways, and atriums)
City Staff Cubicles/offices		-City staff will be responsible for removing trash from their workstation and depositing it into central trash receptacles.
911 Center Cubicle Dispose	Daily	-Empty all recycle and trash containers located in each cubicle of 911 Centers

D. Restrooms/Decontaminate Restrooms>Showers/Locker Rooms/Fitness Centers

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
Restrooms Disinfectant Cleaning	2 X Daily	-Clean and sanitize toilet seats/bowls, urinals, toilet rails, door handles, sinks, faucets, counter tops, interior and exterior partition stalls, soap, paper towel dispensers and feminine napkin dispensers, large trash can exteriors, and benches -Spot clean walls and doors -Scrape off old adhesive tapes on doors -Mop floor with disinfectant cleaners 1 x a day daily
-Benches -Ceramic Tile -Doors -Floors -Partitions -Restrooms	KaiVac Cleaning equipment (or similar) 1 X Weekly	-KaiVac Cleaning equipment will thoroughly disinfect and clean behind, under, and over all restroom fixtures, remove soap scums, water spot-built-ups, walls, and all other grouted surface areas -Maximum care will be taken to prevent staining to wall tile and grout
Floor Drains	Pour in water 1X Weekly	-Pour in a solution of water and liquid enzyme bacterial digesting product

Janitorial Supplies	Re-stock	Daily	-Restock and refill all janitorial supplies in papers and liquid dispensers throughout the facility
-Locker exteriors	-Dust	1 X Weekly	-Dust tops, remove all cobwebs, dust, and dirt
-Benches	-Clean		-Wipe clean benches to remove dust, and stain
	-Detail	Quarterly	-Schedule to thoroughly clean and remove dust, debris, and hand smudges
	-Cleaning	or as requested	-Disinfect and clean locker benches
Fitness Room	Disinfectant Cleaning	Daily	-Check an overall cleanliness -Wipe down equipment -Spot clean and scrape off old adhesive taps on doors -Vacuum/sweep and damp mop rubber floor -Contractor will provide disinfectant spray and refills when needed

E. Elevators/Interior Stairwells

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
Elevators	Disinfectant Cleaning and Polish	Daily -Wipe down wall surfaces using non-petroleum products. -Remove any kind of marks such as smudges, dried splashes/spills. -All metal surfaces including, rails, buttons, tracks/threshold thoroughly, removing all marks
	Sweep and mop	Weekly Sweep and damp mop
Interior Stairwells	-Clean	-1 X Weekly -Wipe down rails
	-Steam Cleaning	-4 X Year (Steam Cleaning) -Spot clean walls -Sweep flooring
		-Steam clean handrails and metal stairs quarterly or as requested

F. Custodial Closet

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
Custodial Closet/Storage Room	Organize/Clean Daily	<ul style="list-style-type: none"> -Maintain cleanliness -Equipment must be stored in a pre-arranged location dependent on site location guidance. -Site visits will include contact with custodial staff, check supply inventory, and equipment to ensure proper working condition -Stock up all janitorial supplies -SDS sheets are available at all the times and placed in clear visual location. - Custodian(s) - Label name on personal container to store food and essentials and properly secure in area away from chemicals

G. Dock/Entryways/Garage/Sidewalks/Patio/Parking Lots/Stairs/Outdoor Mats/Underground

AREA/SERVICE TASK	FREQUENCY	DETAIL/DESCRIPTION
-Courtyard -Dock/Landing -Enclosed/Open Patio	Clean Daily	<ul style="list-style-type: none"> -Monitor building exteriors (front and rear) to remove trash, cigarette butts, debris, cobwebs, dead bugs, replace liners, sweep to remove debris -Clean tables, benches, and chairs
-Exterior entryways -Garage	Sweep/Air blower Bi-Weekly	<ul style="list-style-type: none"> -Remove all dirt, grime, and embedded foreign objects from surroundings on the concrete ground or in stairwells (interior and exterior)
-Parking Lots -Ramps -Sidewalks -Stairs (interior and exterior) -Underground Walkways	Power Wash Monthly	<ul style="list-style-type: none"> -Remove all dirt, grime, and embedded foreign objects from surroundings on the concrete ground. -Wash off dirt from tables and chairs.

Fuel Island	Clean	Daily	-Empty trash and replace liner in receptacles -Sweep to remove debris -Restock paper towels -Clean off cobwebs, dead bugs
Walk-off/Outdoor Mats	Sweep/Vacuum	Weekly	-Walk-off/Outdoor Mats to be cleaned to remove dirt and debris
Walls/Doors (exterior and exterior)	Clean	Daily	-Clean off dust, smears, splash, cobwebs using telescopic

H. Floors and Chairs in All Areas

AREA/SERVICE	TASK	FREQUENCY	DETAIL/DESCRIPTION
Carpet	Vacuum	Daily	Vacuum carpets in separate sections and high traffics throughout each floor in the facility per schedule. This includes unobstructed areas in offices, cubicles and under tables/chairs.
Ceramic Tile	Sweep and Damp Mop	Daily	Sweep and Damp Mop to remove loose dirt, dust, grit and debris using Neutral pH cleaner.
Concrete (Sealed)	Sweep and Damp Mop	2 X Weekly	Sweep and Damp Mop to remove loose dirt, dust, grit and debris using Neutral pH cleaner.
Computer Training Room Floors	Sweep and Damp Mop	1 X Weekly or as requested	Sweep and Damp Mop to remove loose dirt, dust, grit and debris using Neutral pH cleaner.
Raised Flooring	Sweep and Dust Mop	1 X Weekly or as requested	Sweep and Dust Mop all area of raised floorings in computer room, hallway, and break room.
Marble & Terrazzo Walls and Floors	Sweep and Damp Mop	1 X Weekly or as requested	Sweep and Damp mop to remove loose dirt, dust, grit, and debris using Neutral pH cleaner.

Vinyl	Sweep and Damp Mop	1 X Weekly	Sweep and damp mop to remove loose dirt, dust, grit, and debris using Neutral pH cleaner.
Anti-static	-Sweep -Damp Mop	2 X Month or as requested	Sweep and damp mop to remove loose dirt, dust, grit, and debris using Neutral pH cleaner.
VCT	Sweep and Damp Mop	Daily	Sweep and Mop to clean floor to remove loose dirt, dust, grit, and debris using Neutral pH cleaner. Remove stuck-on material such as gum, tar, stickers with putty knife on floor.

3.17. Cleaning Standards

A. Dusting

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

B. Plumbing Fixtures and Dispenser Cleaning

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

C. Sweeping/Vacuuming

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

D. Spot Cleaning

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

E. Damp Mopping

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

F. Metal Cleaning

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

G. Glass Cleaning

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

H. Scrubbing

1. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks and standing water and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing immediately.

I. Wall Washing

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

J. Raised Computer Room Flooring

1. Floor is to be mopped using a neutral cleaner. Mop is to be wrung-out so mop is barely damp and no excess water drops off the mop.

K. Spot Cleaning Carpets

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

3.18. Cleaning Equipment Specifications

Routine cleaning equipment must be placed on-site at pre-arranged/discussed location start of contract and remain on-site throughout the duration of the Contract. Note: Cleaning equipment needed for these facilities includes but is not limited to the equipment listed in this section and is as follows:

A. Light Duty Cleaning Equipment/Supplies

1. 100' electrical extension cords
2. Clean cloths
3. Curved pip brush for high dusting
4. Eraser cleaner/powder
5. Extension poles
6. Hand-size cellulose sponges
7. Large waste collection barrels and supply-carrying bags
8. One-quart plastic bottles of lotion-type cleanser

9. OSHA safety rated fiberglass six foot and eight-foot folding ladders
 10. Plastic or metal sieve/strainer to filter cigarette butts out of the sand in urns (ashtrays)
 11. Plastic spray bottles with detergent solutions, carpet spotter
 12. Plastic spray bottles with glass cleaner
 13. Push broom
 14. Putty knives with 1-inch blades
 15. Radiator brushes for dusting hard to get areas and rough surfaces
 16. Short handled, small dust mops for low and high dusting
 17. Squeegees – various sizes
 18. Stainless steel polish in plastic container
 19. Variety scrubbing brushes
- B. Restroom Cleaning Equipment
1. Bowl mop or brush
 2. “Restroom Closed for Cleaning” signs
 3. Disinfectant detergent in spray bottle
 4. Disposable bags for sanitary napkins
 5. Disposable rubber gloves
 6. Enzyme
 7. Plastic buckets
 8. Pumice stone
 9. Quart plastic bottle of bowl cleaner
 10. Separate mop marked “For Restroom use Only”
 11. Small brooms with 36” handles and long handled dustpan
 12. Urinal deodorant bar must be of a type that is enclosed in screen and will not allow the deodorant part to damage the plumbing by clogging the drain
 13. Wet floor signs
- C. Routine Floor/Concrete Care Equipment
1. Plastic dustpans with handle
 2. Doodle bug (or similar)

3. Extension cords
4. Mopping outfits
5. Putty knife or long-handle scrapers
6. Safety, wet floor signs, freestanding, yellow, plastic
7. Small broom with 36-inch handle
8. Three-foot dust mops for large open areas
9. Twenty-four-inch swivel dust mops
10. Wet/dry vacuum

D. Routine Carpet Care Equipment

1. Backpack vacuum with (or equal to) 63" to 100" static lift, 112 to 150 cfm, 68 to 70 db. (allows City personnel to conduct telephone conversations while vacuum is in operation), four level filtration system: 908 sq. in. to 1136 sq. in. to 1136 sq. in. total area, 10-quart filter capacity, full tool kit and 50' cord.
2. Dust buster or other handheld cordless type vacuum
3. Dustpan with handle
4. Gum remover
5. Hepa filter commercial upright vacuum - Pile lifter with a single 12-amp motor with tools on board, 65 – 79 db (allows City personnel to conduct telephone conversation while vacuum is in operation), and 10" to 16" wide cleaning path.
6. Manual hand sweeper
7. Neutralizer (nutra-rinse or similar) solution
8. Quart spray bottles
9. Small broom with 36" in. handle
10. Spot cleaning solution
11. Utility brushes
12. Note: Vacuums must be CRI (Carpet & Rug Institute) Green Label certified (bronze or better). Green label criteria and lists of compliant models may be found at: <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>

E. Special Cleaning Equipment (Zone 6)

1. Grout cleaning machine capable of cleaning grout behind and under bathroom fixtures.

2. Self-contained carpet extraction machine with the following minimum requirements: automatic, electric, variable speed control with the ability to operate faster for interim cleaning or slower for restorative cleaning, 20" cleaning path, 15-gallon solution and recovery tanks. 100psi pump to spray solution, 1,200 rpm brush to agitate and loosen dirt, 3 stage vacuum motor for water and soil recovery, attachments to clean upholstery, removes dirt and residue without over wetting carpet.
3. Power Washer - 3,000 PSI and maximum temperature of 275 degrees.
4. KaiVac Cleaning Machines (or similar) to clean and disinfect restrooms and showers.

4. Evaluation Process

Evaluation Criteria

	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>METHOD OF APPROACH</p> <p>1. Describe your ability to provide custodial services at any Zone of your choice from Zone 1-6 to include any or all, (individual items in Zone 6, Specialized Cleaning items may be included). Outline method of approach to include recommended staffing level per location or service item being proposed in your offer.</p> <p>2. Outline how your team will be managed, points of contacts, to include single point of contact available for city use.</p> <p>3. What operational processes and procedures are in place to ensure consistent and reliable service to include how temporary absences are addressed.</p> <p>4. Describe the process by which emergency call outs are handled within your company and the ability to meet the requirements.</p>	Points Based	200 <i>(20% of Total)</i>
2.	<p>QUALIFICATIONS AND EXPERIENCE</p> <p>1. How long has the Contractor been providing commercial custodial services in the Arizona area?</p> <p>2. Does Contractor have an office in the local (Arizona) area?</p>	Points Based	200 <i>(20% of Total)</i>

<p>3.</p>	<p>CAPACITY</p> <p>1. Describe the method of approach to handling the needs of multiple locations in the Zone(s) selected.</p> <p>2. For contractors interested in providing offers for individual items outlined in Zone 6, describe the method of approach for handling the specialized cleaning requirements. Include licensing/certifications where applicable.</p>	<p>Points Based</p>	<p>200 <i>(20% of Total)</i></p>
<p>4.</p>	<p>PRICING</p> <p>1. Provide pricing per individual Location(s) for the Zone(s) of your choice, to include number of estimated hours per location per month, number of custodians needed per location, hourly estimate, and hourly cost.</p> <p>2. For Offerors interested in the Specialized Cleaning in Zone 6: provide pricing per item/call for service.</p> <p>3. Emergency hourly rate.</p>	<p>Points Based</p>	<p>250 <i>(25% of Total)</i></p>
<p>5.</p>	<p>REFERENCE</p> <p>A. Please provide 3 commercial references for past or current custodial contracts.</p> <p>B. Provide information if Vendor has been removed or contract cancelled due to performance issues in the past 5 years.</p>	<p>Points Based</p>	<p>150 <i>(15% of Total)</i></p>

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

“City” The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

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

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

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

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

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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

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

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

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

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 Chief Procurement Officer 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).

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about January 1, 2025 and will continue for a period of five (5) years thereafter.

6.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): as contained in the scope of work.

6.3. Price

All prices submitted shall be firm and fixed for the initial two (2) years of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

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

6.4. 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.

6.5. 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

6.6. Method of Payment

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

6.7. Partial Payments

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

6.8. 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.

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

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

6.10. 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 City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.12. Post Award Conference

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

6.13. Performance Interference

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

6.14. 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.

6.15. Miscellaneous Fees

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

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

6.16. Demonstration

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

6.17. Hiring of Each Other's Personnel

Without the prior written consent of the other party, each party shall not actively target for hire personnel of the other party through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by the parties. This prohibition does not apply to or affect in any way the City's standard recruitment processes. The City will not pay a fee or owe any compensation whatsoever to the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position. Individuals who are employed by Contractor agency and who are on assignment at the City may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation to Contractor would not be appropriate and not incurred if such worker succeeds in the selection process and is appointed to a regular City position.

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 Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of the daily cost of labor per location of default. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

6.19. 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.

6.20. Contractor Assignments

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

6.21. Final Inspection and Approval

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

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

6.22. Service Locations

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

6.23. Specifications

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

6.24. Storage Space

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

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

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

6.25. 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.

6.26. 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.

6.27. Types of Work Supervision

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

6.28. 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.

6.29. 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

6.30. 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

6.31. 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

6.32. 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

6.33. 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

6.34. 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.

6.35. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

- 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.)

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

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies)
- Sexual offender search
- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

6.37. 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 Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- N. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City’s authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City’s authorized Department representative. The City’s authorized Department representative will conduct the security check.

- O. 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. CJIS Security Addendum

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.9.1, dated October 1, 2022), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

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

6.39. Confidentiality

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its

written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

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

6.40. 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.

6.41. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

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

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

6.42. Environmental Preferred Products

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

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

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

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

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.
- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

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

6.43. Equipment / Safety

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

6.44. OSHA Laws and Regulations

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

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

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

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

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

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

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

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

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

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

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

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

6.45. Pesticides

Pest control shall be managed through prevention, physical and mechanical methods, and with pesticides only when necessary. The City will implement the principles of Integrated Pest Management (IPM) to the extent possible. Contractors will use the least toxic pest control substance required to be effective. Contractor shall submit for approval a list of chemical pesticides to be applied, indicating: trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.), and label signal word (i.e. caution, warning, or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the City during the term of the contract.

Pesticides must be EPA-registered or exempt from registration under section 25b of the Federal Insecticide and Rodenticide Act (FIFRA) at the time of submittal. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application.

EPA Toxicity Class I pesticides shall be reviewed for the least toxic effective alternative prior to purchase. Contractors shall review the Groundwater Protection List prior to pesticide purchase; when available, alternative pesticides that are not on the Groundwater Protection List and meet the same need shall be used.

6.46. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this agreement. Requirements may be found at www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information.

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

8. Insurance Requirements

8.1. Contractor's Insurance

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

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

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- Policy must be endorsed to include coverage for "care, custody & control".
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

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

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

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

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

8.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.7. Acceptability of Insurers

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

8.8. Verification of Coverage

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.9. Subcontractors

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

8.10. Approval

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

9. Submittals

9.1. Copies

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

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

9.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City.
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

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

9.3. Additional Quantities

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

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



SUBMITTALS – ADDENDA CERTIFICATION

CITY OF PHOENIX
Public Transit Department
302 N. 1st Ave.
Phoenix, AZ 85003
PTDProcurement@phoenix.gov

The undersigned acknowledges receipt of the following addenda for this solicitation:

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the solicitation. Include this acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:

Title:

Department:

Attest:

_____ this ____ day of _____ 2024

City Clerk

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

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

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

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

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

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

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

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

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

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

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

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

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

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

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

8. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

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

Authorized Official Name

Signature

Title of Authorized Official

Date

OFFER

(please complete, sign, and return with the submittal)

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

Arizona Sales Tax No. _____
 Use Tax No. for Out-of-State Suppliers _____
 City of Phoenix Sales Tax No. _____
 Arizona Corporation Commission File No. _____

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

<p>Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

 Authorized Signature Date

 Print Name and Title Offeror Legal Name and Company Type
(President, Manager, Member) *(LLC, Inc., Sole Proprietor)*

Street Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Email Address: _____

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided _____
listed in this solicitation for a period of ____ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____



EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____