



**CITY OF PHOENIX**  
Parks and Recreation Department

**COMMUNITY CENTERS CUSTODIAL SERVICES**

**REQUEST FOR PROPOSALS**

**PKS-RFP24-CC03**

**Submit proposals and requests for alternate formats to:**

Isis Sanchez, Procurement Officer  
City of Phoenix Parks and Recreation Department  
200 West Washington Street, 16 Floor  
Phoenix, Arizona 85003-1611  
[isis.sanchez@phoenix.gov](mailto:isis.sanchez@phoenix.gov)

<https://solicitations.phoenix.gov/Solicitations/details/1912>

This RFP does not commit the City to award any agreement.  
All dates subject to change.

Issue Date: September 12, 2024

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800.367.8939 for assistance.



## SECTION I – INTRODUCTION

CITY OF PHOENIX  
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### I. INTRODUCTION

#### A. DESCRIPTION OVERVIEW OF SCOPE OF WORK

The City of Phoenix Parks and Recreation Department (Parks) is seeking proposals from highly qualified vendors to provide custodial services for the Parks department’s Community and Recreation Centers. In addition, select sites for the Human Services and Phoenix Arts and Culture Department are included as options in this solicitation.

The resulting contract term will be for a 3-year period with an option to extend for two 1-year options commencing on or about **January 1, 2024**, at the sole discretion of the City, 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.

The Scope of Work is set forth in detail in Section III of this RFP.

#### B. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE / ADDITIONAL DETAILS
<b>Pre-Proposal Conference &amp; Tour</b>  <u><i>*If potential Proposers are interested in attending the Pre-Proposal Conference and/or tours, Proposers must pre-register by 5:00pm September 23, 2024, if interested in attending.</i></u>	Week of September 30 <sup>th</sup> , 2024  Registered Participants will be given conference instructions and tour options.
Written Inquiries Due Date	October 4, 2024, by 12:00 PM
Proposal Due Date (electronic)	October 10, 2024, by 12:00 PM
Proposal Submittal Location	Via email ONLY to Isis Sanchez at  <a href="mailto:pks.contracts@phoenix.gov">pks.contracts@phoenix.gov</a>

\*The City reserves the right to change dates and/or locations as necessary.



## SECTION I – INTRODUCTION

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### C. MINIMUM QUALIFICATIONS

Each proposer must provide sufficient documentation to demonstrate the Proposer meets the minimum qualifications. The minimum qualifications include:

1. Must be in “Good Standing” with the City if previously, or in a current contract with the City of Phoenix. Good Standing refers to compliance with all contractual provisions, including payments or financial obligations and performance reporting. If no previous City contractual experience, proposer must be in “Active” status on the Arizona Corporation Commission website.
2. Proposer must have been in operation a minimum of three (3) years. The Proposer’s normal business activity during the past three (3) years will have been for providing the services in this solicitation. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this solicitation.)
3. Must demonstrate sufficient financial capability commensurate with the proposal being submitted and must be licensed to do business in the State of Arizona. Requires tax or financial statements for the previous three years.
4. Upon notification of an award the Offeror will have ten (10) 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. Proposer must provide a statement that they agree with this requirement in their Proposal.
5. Proposals must demonstrate in their proposal how they meet the minimum qualifications specified herein or proposal(s) will be rejected as non-responsive. All proposals must include a response for Section I through Section IV as described in **SECTION IV. PROPOSAL INSTRUCTIONS (B. Format of Proposals)**.

### D. HEALTH AND PUBLIC SAFETY DURING PUBLIC HEALTH EMERGENCIES

The health and safety of the public during the COVID-19 pandemic remains a top priority for federal, state and local government agencies. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all businesses to follow the Occupational Safety and Health Administration (OSHA) planning guidance for workplaces. In addition, while encouraging productive and healthy daily life and supporting agency missions, businesses are strongly encouraged to follow guidelines issued by the Centers for Disease Control and Prevention (CDC).



## SECTION II –INSTRUCTIONS TO PROPOSERS

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### II. INSTRUCTIONS TO PROPOSERS

#### 1. TERM AND CONTRACTURAL RELATIONSHIP

If selected, the Proposer will enter into a contract with the City of Phoenix Parks and Recreation Department for a term of three (3) years with the option to extend the contract for two (2) one-year options at the sole discretion of the City and if contractor is in good standing commencing on or about January 1, 2024.

#### 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/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any proposal from a Proposer who has not registered.

#### 3. PRE-PROPOSAL CONFERENCE

Proposers are strongly encouraged to attend the pre-proposal meeting to obtain clarification and an explanation of the items included in the RFP at the time listed in **SECTION I. (B. SCHEDULE OF EVENTS)**. You must register to attend by submitting your request via email to [pks.contracts@phoenix.gov](mailto:pks.contracts@phoenix.gov). Include the **RFP number** and **“REGISTRATION”** in the subject line. Please identify yourself, your organization and how many staff members will be attending. The conference will start at the time and dates listed in the schedule as a courtesy to everyone staff will not wait for late attendees.

#### 4. PROPOSER QUESTIONS AND NOTIFICATIONS

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not cause for waiver of any portion of the RFP or subsequent agreement.

The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Proposer’s responsibility to obtain a copy of any amendment relevant to this solicitation.

**To adequately respond in writing to questions submitted, no questions will be accepted after the deadline date and time listed in the SECTION I. (B. SCHEDULE OF EVENTS) of the RFP.** All questions about this RFP must be submitted in writing no later than the deadline listed in the Schedule of Events to [pks.contracts@phoenix.gov](mailto:pks.contracts@phoenix.gov). All written questions will be responded to in writing via an Amendment to the RFP.

No informal contact initiated by Proposers on the requested service will be allowed with members of City’s staff from date of distribution of this RFP until after the closing date and time for the submission of proposals. All questions concerning or issues related to this RFP shall be presented in writing.

#### 5. ADDENDA

The City shall not be responsible for any oral instructions made or given by any City employees or officials regarding RFP instructions, specifications, or documents. Any changes will be in writing and available at <https://www.phoenix.gov/solicitations>.

#### 6. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA



## SECTION II –INSTRUCTIONS TO PROPOSERS

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Interested proposer may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested proposers without internet access may obtain this solicitation by calling (602) 534-6986.

### **7. REQUEST TO MODIFY THE CONTRACT PROVISIONS**

A response to any RFP is an offer to contract with the City based upon the contract provisions contained in the City's RFP, including, but not limited to, the specifications, scope of work and any terms and conditions. Proposers who wish to propose modifications to the contract provisions must submit a "Request for Consideration of Alternate Terms." The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director's designee. If a proposal or offer by Proposer is returned with modifications to the contract; the contract provisions contained in the City's RFP shall prevail unless the Proposer's proposed alternative provisions are expressly approved in writing by the Director or designee.

### **8. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**

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.

### **9. 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.



## SECTION III – SCOPE OF WORK

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### III. SCOPE OF WORK

#### A. OVERVIEW

The City of Phoenix Parks and Recreation (Parks) Department is seeking proposals from qualified vendors for comprehensive custodial services for Parks community and recreation centers. The aim is to ensure a clean, safe, and welcoming environment for all community members. In addition, proposers can include the additional locations listed in this RFP for the Human Services and the Phoenix Arts & Culture Departments. Proposers must specify that they are including or excluding these locations as part of their submittal.

The resulting contract term will be for a 3-year period with an option to extend for two 1-year options commencing on or about January 1, 2024, in accordance with the specifications and provisions contained herein upon Award Recommendation Approval by the City of Phoenix City Council.

#### B. BACKGROUND

The Parks Department provides residents more than 41,000 acres of desert parks and mountain preserves with more than 200 miles of trails; 187 spacious city parks; 33 community and recreation centers; classes and sports programs where kids and adults learn, stay active and have fun; eight municipal golf courses; and 29 aquatic facilities where thousands cool off and learn to swim each summer.

The Human Services Department (Human Services) enhances the health, wellness, and quality of life for Phoenix residents through leadership collaboration and education, and essential services. Included in this solicitation are three (3) of Human Services' senior centers adjacent to community center locations.

The Phoenix Arts and Culture Department supports the development of the arts and cultural community in Phoenix and seeks to raise the level of awareness and participation of city residents in the preservation, expansion and enjoyment of arts and culture. In addition to overseeing cultural facilities that engage and serve residents, the Phoenix Arts and Culture Department oversees the S'edav Va'aki Museum (formerly known as Pueblo Grande Museum) which is included in this RFP.

#### C. CONTRACTOR REQUIREMENTS

The Contractor shall:

- 1) 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.
- 2) 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.
- 3) Provide qualified and experienced personnel, capable of providing the services to be performed under this contract. The Contractor is not allowed to subcontract any portion of the work under this contract.



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- 4) Designate a single primary point of contact within the Contractor's organization for the Department to route all communications, quality reviews, corrective actions, and personnel requirements through.
- 5) Be responsible for maintaining assigned buildings per schedule and scope of work so that their overall appearance demonstrates a high degree of cleanliness.
- 6) Perform custodial services in an efficient, customer-friendly, and well-run manner to meet the needs of the Department.
- 7) 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.
- 8) Provide all necessary trained personnel, supervision, scheduling, equipment and tools. In addition, maintaining equipment and tools, cleaning chemicals, supplies, and other ancillary services required to perform the custodial services.
- 9) 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.
- 10) Always maintain sufficient inventory of all cleaning supplies to perform specified tasks. The Contractor's onsite point of contact (POC) for each location shall provide guidance.
- 11) Notify onsite City of Phoenix personnel if any biohazardous materials are found and allow City staff to approve clean up or coordinate for proper processing.
- 12) The Contractor will ensure that unless an "all clear" is given, contractor employees are required to clean restrooms associated with their gender identity.
- 13) The Contractor will ensure contractor employees coordinate cleaning with on-site City Staff for areas requiring escorted access for cleaning.
- 14) 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.
  - a. 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.
  - b. 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.
- 15) Provide and comply with the Staffing and Operations Plan proposed by the Contractor. Such plan shall be kept current and on file with Department.



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### D. 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 Parks and Recreation Department (Parks). 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 Point of Contact. The locations for the Human Services and Phoenix Arts and Culture Departments must be included however, be separate from the Parks locations. Parks has the right to make final changes as needed to meet department requirements.

Parks may require modifications to the procedures set forth in the Staffing and Operations Plan to promote efficient administration and public convenience.

The Staffing and Operations Plan shall be kept current and on file at all times with the Department Contact and Procurement Officer 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 Park'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 must be reported to the 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 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. The 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.





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### E. SITE 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. Supervisor will thoroughly inspect 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:

1. Unsatisfactory cleaning.
2. Checking all areas for additional maintenance needs.
3. Contacting/interfacing with on-site City staff.
4. Ensuring that employees are wearing City and company-issued badges.
5. Inspect all equipment to ensure performance.
6. Checking supplies and restocking products.
7. Checking the Safety Data Sheet for expiration dates and replacing outdated sheets.
8. Supplying and filling out HMIS labels for products not imprinted with this information.
9. Verifying timesheet/timecard entries are correct.

### F. CUSTODIAL CONTRACTOR DAILY REPORT

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

1. 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.
2. 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.
3. Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
4. Any property or equipment not in a serviceable or operating condition listed by description and location.
5. Damage, vandalism, or broken windows, listed by description and location.
6. Any and all problems and/or complaints of a minor nature, or similar isolated



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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.

7. The City will supply the Custodial Contractor Daily Report forms. Forms must be left on site for the Department Contact to review.

### G. CUSTODIAL SERVICE PERFORMANCE REPORT

1. 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.
2. The Contractor's point-of-contact or higher representative may be required to participate with the Department Contact.
3. Liquidated Damages may be applied based on the scoring achieved through the facility inspection process. 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%).
4. Inspection Procedures are as follows:
  - a. 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.
  - b. 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 and Liquidated Damages will be assessed. If the Contractor continues to be delinquent in providing a response, the request will be elevated to the Department Contact management for further review.
  - c. Random follow-up inspections may be performed in those facilities that are assessed to be at a higher risk for recurrence of noncompliance.
  - d. Facility Inspection Reports will be kept on file and will be used to help determine facilities in need of future inspections.



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5. 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 - *Liquidated Damages may be enforced in this section*
    - 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 - *Liquidated Damages will be enforced in this section*
    - 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 - *Liquidated Damages will be enforced in this*



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### *section*

- 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 - *Liquidated Damages will be enforced in this section*
  - 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



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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.

### H. 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, Liquidated Damages will apply as follows. Liquidated Damages may be imposed by the City to the Contractor based on the scoring criteria previously outlined in this section. The Contractor shall pay to the City **50% of the total cost of a facility** for a score of **83 percent and below** in the Contractor Service Performance form. At the sole discretion, of the City of Phoenix, Liquidated Damages may be assessed for egregious acts or non-compliance that leads to a disruption of business activities for the City of Phoenix.

### I. EMPLOYEE IDENTIFICATION

1. 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.
2. 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.
3. 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.

### J. BUILDING/SITE ACCESS

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.

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.

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.



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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.

All Contractor employees must possess a City of Phoenix identification badge for site access.

### K. 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.

### L. WORK TIME DESIGNATIONS

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



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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.

Specialized Cleaning is available to be scheduled seven (7) days a week to include nights/weekends. Specialized cleaning will be scheduled by each location and requested in advance.

### M. ALTERATION OF WORK HOURS

The Parks and Recreation Department (Parks) 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. Parks 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.

### N. MONTHLY REVIEW

The Contractor may be required to attend a monthly compliance review with a City of Phoenix 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 City of Phoenix. The intent of the meetings is to review the inspections of the Facility Inspection Report or to discuss other matters related to the contract.

### O. QUALITY AND ACCEPTABILITY OF WORK

City of Phoenix staff 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.

### P. CLEANING SPECIFICATIONS

Please refer to **ATTACHMENT C – Cleaning Specifications and Tasks**. for task and frequency details, standards and descriptions for the Daily, Weekly, Monthly, Quarterly and Annually cleaning specifications.

### Q. CLEANING STANDARDS

The following cleaning standards are applicable for each location.

1. Dusting
  - A properly dusted surface is free of all dirt and dust, streaks, lint and



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- cobwebs. Dusting will be accomplished with properly treated cloths.
2. Plumbing Fixtures and Dispenser Cleaning
    - 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.
  3. Sweeping/Vacuuming
    - A properly swept floor is free of all dirt, grit, lint and debris except embedded dirt and grit.
  4. Spot Cleaning
    - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
  5. Damp Mopping
    - A satisfactory damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
  6. Metal Cleaning
    - 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.
  7. Glass Cleaning
    - 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.
  8. Scrubbing
    - 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.
  9. Wall Washing
    - 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.
  10. Raised Computer Room Flooring
    - 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.
  11. Spot Cleaning Carpets
    - 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.

### R. 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:

1. Light Duty Cleaning Equipment/Supplies
  - 100' electrical extension cords





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- Clean cloths
  - Curved pip brush for high dusting
  - Eraser cleaner/powder
  - Extension poles
  - Hand-size cellulose sponges
  - Large waste collection barrels and supply-carrying bags
  - One-quart plastic bottles of lotion-type cleanser
  - OSHA safety rated fiberglass six foot and eight-foot folding ladders
  - Plastic or metal sieve/strainer to filter cigarette butts out of the sand in urns (ashtrays)
  - Plastic spray bottles with detergent solutions, carpet spotter
  - Plastic spray bottles with glass cleaner
  - Push broom
  - Putty knives with 1-inch blades
  - Radiator brushes for dusting hard to get areas and rough surfaces
  - Short handled, small dust mops for low and high dusting
  - Squeegees – various sizes
  - Stainless steel polish in plastic container
  - Variety scrubbing brushes
2. Restroom Cleaning Equipment
- Bowl mop or brush
  - “Restroom Closed for Cleaning” signs
  - Disinfectant detergent in spray bottle
  - Disposable bags for sanitary napkins
  - Disposable rubber gloves
  - Enzyme
  - Plastic buckets
  - Pumice stone
  - Quart plastic bottle of bowl cleaner
  - Separate mop marked “For Restroom use Only”
  - Small brooms with 36” handles and long handled dustpan
  - 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
  - Wet floor signs
3. Routine Floor/Concrete Care Equipment
- Plastic dustpans with handle
  - Doodle bug (or similar)
  - Extension cords
  - Mopping outfits
  - Putty knife or long-handle scrapers
  - Safety, wet floor signs, freestanding, yellow, plastic
  - Small broom with 36-inch handle
  - Three-foot dust mops for large open areas
  - Twenty-four-inch swivel dust mops
  - Wet/dry vacuum
4. Routine Carpet Care Equipment



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- 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. total area, 10-quart filter capacity, full tool kit and 50’ cord.
  - Dust buster or other handheld cordless type vacuum
  - Dustpan with handle
  - Gum remover
  - 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.
  - Manual hand sweeper
  - Neutralizer (nutra-rinse or similar) solution
  - Quart spray bottles
  - Small broom with 36” in. handle
  - Spot cleaning solution
  - Utility brushes
  - 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>
5. Special Cleaning Equipment
- Grout cleaning machine capable of cleaning grout behind and under bathroom fixtures.
  - 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.
  - Power Washer - 3,000 PSI and maximum temperature of 275 degrees.
  - KaiVac Cleaning Machines (or similar) to clean and disinfect restrooms and showers.

### S. EVALUATION CRITERIA

Eligible responsive and responsible Proposals will be evaluated on the following criteria and organized as described below.

Section 1	Method of Approach	0-300 Points
Section 2	Qualifications and Experience	0-200 Points
Section 3	Approach to Safety and Staff Training	0-150 Points
Section 4	Financial Capacity and Longevity	0-150 Points
Section 5	Price	0-200 Points
<b>Total Points</b>		<b>1000 Points</b>



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### T. FAMILIARIZATION OF SCOPE OF WORK

It is the responsibility of all proposers 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Proposer shall be responsible for fully understanding the requirements of the subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the proposer. There will be no subsequent financial adjustment, other than that provided by the subsequent contract, for lack of such familiarization.

### U. ORGANIZED BASED ON SCOPE OF WORK

Proposer's must provide a complete proposal that includes the **XII. Attachments and Exhibits section** and organize the requirements of the Scope of Work based on the following Evaluation Criteria sections also detailed in **Section IV. Proposal Instructions and Section V. Proposal Evaluation**:

- **SECTION 1-** Method of Approach
- **SECTION 2-** Qualifications and Experience
- **SECTION 3-** Approach to Safety and Staff Training
- **SECTION 4-** Financial Capacity and Longevity
- **SECTION 5-** Price



## SECTION IV – PROPOSAL INSTRUCTIONS

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### IV. PROPOSAL INSTRUCTIONS

#### A. DELIVERY OF PROPOSALS

The City of Phoenix will ONLY accept proposals electronically for this RFP process. No hard copies will be accepted. Hard copy proposals will be rejected as non-responsive. To submit proposals electronically, proposers must:

1. Compile a complete comprehensive proposal including all attachments in one PDF document.
2. Send the complete proposal PDF document as an electronic attachment in an email to the **Procurement Officer, Isis Sanchez, at [pbs.contracts@phoenix.gov](mailto:pbs.contracts@phoenix.gov)** by the date listed on the Schedule of Events.
3. In the email submission body include the proposer's business name, contact, and submission information (Title of Solicitation and Solicitation #).
4. Please also identify the solicitation number "PKS-RFP24-CC03" on the subject line of the email when submitting your proposal.

The Procurement Officer will send a confirmation receipt for proposals received by the due date listed on the **Schedule of Events**. The receipt only confirms the document was received, it does not consider responsive and/or responsible proposals. Non-responsive proposals will receive separate communication. Proposals must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late proposers will not be considered. The prevailing clock will be the Department clock and/or email received electronic stamp. The date and time on the email will provide proof of submission and verification if the proposal was received on or prior to the Due Date and Time specified.

#### B. FORMAT OF PROPOSAL

Proposals not following the specified format below or that are incomplete, conditional, obscure, or contain additions not requested, exceptions to material provisions, or irregularities of any kind, may be deemed non-responsive and disqualified from the process.

The entire proposal cannot exceed 25 pages including resumes of letter-size paper, Attachments and Exhibits are not included in this page limit. Proposals shall be typewritten for ease of evaluation.

Each proposer shall describe the following to satisfy the requirements of the solicitation by providing an executive summary detailing each of the following components of the proposer's proposal.

##### 1. SECTION 1 – METHOD OF APPROACH (0-300 Points)

- Describe your ability to provide custodial services for the listed Group(s) in **Attachment E – Groups Summary and Attachment B Locations List** (which includes site specific information) to include the cleaning standards listed in **Attachment C – Cleaning Specifications and Tasks**. Outline method of approach to include staffing level per location or service item being proposed in your proposal.
- Proposers will also provide the qualifications and experience required for any customer service coordinators to be assigned to the contract from this RFP.
- Outline how your team will be managed, or a proposed lead, to include single point of contact available for city use.
- What operational processes and procedures are in place to ensure consistent and reliable service to include how temporary absences are addressed.
- Describe the process by which emergency call outs are handled within your company



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and the ability to meet the requirements.

### 2. SECTION 2 - QUALIFICATIONS AND EXPERIENCE (0-200 Points)

- Proposers must provide a one-page Executive Summary identifying your organization, background, interest in providing the services, knowledge of what is needed and detailed contact information for the solicitation and subsequent contract signing authority.
- How long has the Contractor been providing commercial custodial services?
- Proposer must have an office located in Phoenix.
- Each proposer must provide sufficient documentation, including resumes, to demonstrate the proposer meets the “Minimum Qualifications” listed in Section I - C. Minimum Qualifications.

#### ***Years Providing Services***

The proposer shall provide a history of their business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.

#### ***References***

The proposer shall provide references that refer to the services that will be provided. A minimum of three (3) references but no more than five (5) from firms or government organizations for which the Proposer is currently furnishing services; or in the past five (5) years has completed services. References from large public entities or large corporate entities comparable in size and scope to the City of Phoenix are preferred. Please do not include City of Phoenix staff.

Complete contact information must be supplied in the response. The City will not coordinate reference checks with the Proposer or provide advance notice of the timing of the City’s contact. The responses from the references may be scored and factored into the overall evaluation of the Proposers if the City chooses. **Incomplete or inadequate references may result in proposal rejection.**

The City of Phoenix reserves the right to contact current or former end users not provided by the proposer/vendor as part of the evaluation.

Reference information should include the following:

- Complete Name of the Company or Government Entity,
- Contact Name of Reference
- Complete Address
- Telephone Number
- Email Address

#### ***Other Relevant Information***

Submit any other information which documents other skills or experience relating to the requirements of this RFP which you believe may be relevant.



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### 3. SECTION 3 – APPROACH TO SAFETY AND STAFF TRAINING (0-150 Points)

Describe the approach and the methodologies to be used, including best practices and benchmarks, in the following areas:

- Describe in detail, your safety record in maintaining similar facilities for a minimum of five (5) years.
- Describe steps that are taken and provide a detailed description of safety precautions and staff training.
- Approach to annual staff training in areas including, but not limited to, diversity, anti-harassment, and basic first aid/ CPR.

### 4. SECTION 4 – FINANCIAL CAPACITY AND LONGEVITY (0-150 Points)

The Proposer must provide a complete copy of its most recent financial statement and any other relevant information, along with a summary as to why this information demonstrates the Proposer's financial capacity to comply with all requirements imposed by or as a result of the contract to be awarded pursuant to this RFP. This includes, but is not limited to, the ability to pay employees and ensure an adequate amount of resources and supplies, even when pending payment of invoices under this contract.

The City reserves the right to reject any and all proposals in which the most recent financial statement is not submitted. This section should also include a statement making a firm commitment that the Proposer will pay its employees without regard to the timing of payment by the City.

The financial statements will not count toward the page limit for this section or the overall page limit for the Proposal.

### 5. SECTION 5 – PRICE (0-200 Points)

Provide pricing per individual Location(s) for the Groups(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. A pricing proposal excel spreadsheet with separate tabs has been provided for your convenience in **Attachment D – Pricing Proposal**. Each proposer shall also submit a narrative explaining the proposer's methodology for determining the proposed pricing. Please leverage Attachment D - Pricing Proposal to provide this information.

For Proposers interested in the Specialized Cleaning in Group 6: provide pricing per item/call for service.

Emergency hourly rate.

### C. EXCEPTIONS

Proposer must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposers must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Proposal.



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### D. LATE PROPOSALS

Late proposals shall be rejected regardless of the reason, including electronic mail delivery problems beyond Proposer's control. Proposers submitting their responses should allow sufficient time to ensure delivery by the date and time specified in the Schedule of Events in this RFP.

### E. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

1. The following proposals will not be evaluated:
  - a. Proposals that do not conform to the minimum qualifications stated in **Section I, C**.
  - b. Proposals that contain altered or conditional cost information.
  - c. Proposals not received by the designated due date, place and time.
2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
  - a. Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
  - b. Proposal does not comply with the submission requirements including any specified page limits.
  - c. Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
  - d. Proposer is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Proposer's creditor).
  - e. Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.
  - f. Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal, or local law or regulations to perform the service requested at the time of the submittal but will acquire them before the contract is awarded.

### F. RESPONSIVE PROPOSALS

Proposals 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 Proposals will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, such as the Minimum Qualifications, and the solicitation includes terms and conditions that if included or excluded from Proposals (as the case may be) will render a Proposal nonresponsive. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal 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 Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.



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Proposals must meet all material requirements of the solicitation. All required elements of a submitted proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information. The Proposer'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 Proposer.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal. The Procurement Officer will review each Proposal to determine if the Proposer is responsible. The City's determination as to whether a Proposer is responsible will be based on all information furnished by the Proposer, interviews (if any), and information received from Proposer's references, including information about Proposer'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 Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

**Note: In addition to the foregoing information submitted by proposers, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.**

### G. DISCUSSIONS

The City reserves the right to conduct discussions with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Proposer is the contract representative listed on the front of this proposal. The contract representative shall document any such discussion in the City's file.

### H. PREPARATION OF PROPOSAL

1. All forms provided in **Section XII. Attachments and Exhibits** must be completed and submitted with the proposal. The signed and completed Solicitation Disclosure form must be included or your proposal may be deemed non-responsive.
2. No proposal will be altered, amended or withdrawn after the specified proposal due date and time. The City is not responsible for Proposer's errors or omissions.
3. All time periods stated as a number of days will be calendar days.





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4. It is the responsibility of all Proposers 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:
  - Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - Study and carefully correlate Proposer’s knowledge and observations with the solicitation and other related data.
  - Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in or between the solicitation and other related documents.
  - The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer 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.
  - Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than any minimum specifications or criteria specified are not responsive and should not be submitted

### I. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 534-6986.

### J. BUSINESS IN ARIZONA

The City will not enter contracts with Proposers (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 Proposer asserts a statutory exception prior to entering a contract with the City.

### K. LICENSES

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

### L. CERTIFICATION

By signature is the **Affidavit in Section XII. Attachments and Exhibits**, proposer certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The proposer 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.



## SECTION IV – PROPOSAL INSTRUCTIONS

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### M. WITHDRAWAL OF PROPOSAL

At any time prior to the solicitation due date and time, a proposer (or designated representative) may withdraw their proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

### N. SUBMISSION OF PROPOSAL

Proposals must be received by the Procurement Officer of the Department on or prior to the exact time and date indicated in the Schedule of Events. The City of Phoenix will accept proposals electronically ONLY via email as indicated in this solicitation, for this RFP process. No hardcopies will be accepted.

### O. OFFER AND ACCEPTANCE RECORD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the proposal due date and time.

### P. CONFIDENTIAL INFORMATION

The City of Phoenix is obligated to abide by all public information laws. If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

### Q. AFFIDAVIT

By signature on the **Attachment A- Affidavit** in **Section XII. Attachments and Exhibits** pages, Proposer certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. The Proposer 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.
4. The Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

### R. PROPOSAL RESULTS

A preliminary tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the proposal opening. The information on the preliminary tabulation will be posted to the website. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the proposals an award recommendation will be posted on the website. No further notification will be provided to unsuccessful proposers.

### S. AWARD OF CONTRACT

Award will be made to the overall highest scoring Proposer. 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 proposals or portions thereof; or (3) reissue a solicitation.



**SECTION IV – PROPOSAL INSTRUCTIONS**

**CITY OF PHOENIX  
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**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. Proposals do not become contracts until they are executed by the Parks and Recreation Director.**



## SECTION V – PROPOSAL EVALUATION

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### V. PROPOSAL EVALUATION

Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements to determine whether the minimal qualification(s) requirements have been met. Proposals that do not meet all minimal qualification(s) requirements will be considered non-responsive and will be rejected. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

In accordance with the Administrative Regulation 3.10, competitive sealed proposal awards shall be made to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. All eligible, responsive, and responsible proposals will be evaluated based on the following criteria.

#### A. Evaluation Criteria

All eligible responsive and responsible proposals will be evaluated on the following:

SECTION 1- Method of Approach	0-300 Points
SECTION 2- Qualifications and Experience	0-200 Points
SECTION 3- Approach to Safety and Staff Training	0-150 Points
SECTION 4- Financial Capacity and Longevity	0-150 Points
SECTION 5- Price	0-200 Points
<b>Total Points</b>	<b>1000 Points</b>

#### B. Evaluation Panel

The City of Phoenix Parks and Recreation Department will appoint an evaluation panel to review the submittals and recommend a proposer to be awarded the agreement resulting from this RFP. The Parks Director may accept this recommendation and forward it to the Phoenix City Council or reject it.

The evaluation panel may interview the proposers or a short list of proposers or may evaluate the submittals solely on the materials submitted by the submittal deadline. In the event a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. A detailed scope of work would be provided to the selected candidates and negotiated fees for services. These proposers will then be scheduled for interviews with the evaluation panel.



## SECTION VI – SOLICITATION TRANSPARENCY POLICY

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### VI. SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of Parks Board, 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 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 similar solicitation. As long as the solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Parks Board, provided such meetings are scheduled through the **Procurement Officer** conducted in person at 200 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (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 Proposers, 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 proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process.

**PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the proposer, regardless of whether the City responds to the contact. Proposers that violate this policy *shall 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 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.**



## SECTION VII – SOLICITATION PROCESS AND PROCEDURES

CITY OF PHOENIX  
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### VII. SOLICITATION PROCESS AND PROCEDURES

#### A. EVALUTION AND SELECTION

1. After evaluating all submissions, the City may require firms in the competitive range to participate in an interview process. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.
2. RFP responses should be concise, well-organized according to the requested information, clearly written and limited to no more than 25 pages. The review process places considerable emphasis on the responsiveness of the RFP response to the requirements outlined. RFP responses that are not written specifically in response to this request cannot receive serious consideration.
3. RFP responses will be evaluated on the basis of the criteria listed in Section V. **PROPOSAL EVALUATION**. Firms that provide an RFP response will be notified when a selection is made.
4. The firms under consideration for this RFP, will be evaluated by an Evaluation Committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

#### B. AGREEMENT

1. The City will require the selected Proposer to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP.
2. The language contained in this RFP and the Proposer's proposal in response to the RFP will form the basis of any resulting Contract. However, this RFP does not commit the City to enter into a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

#### C. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Proposer 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 Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFP response hereunder, the Proposer waives any right to object now or at any future time, before anybody or agency 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 Proposer.

#### D. NO VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, shall 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 Proposer. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.



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### **E. ORGANIZATION EMPLOYMENT DISCLAIMER**

Any contract entered into as a result of this RFP shall set forth the relationship between the City and the Proposer, and the rights and obligations of the parties shall only be those expressly set forth therein. The Proposer will be required to agree as part of any contract entered into as the result hereof that no person supplied by it in the performance of the contract is an employee of the City, and further agrees that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any contracting party shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Proposers in the performance of the contract and shall save and hold the City harmless with respect thereto.

### **F. VIOLATIONS DISCLOSURE**

1. Each time the Proposers enter into a contract with the City, the Proposers shall notify the City and specifically identify any notices from any regulatory authority with respect to any violation or alleged violation of any law or regulation by the Proposers or any subcontractor.
2. Further, the Proposers shall be required to immediately notify the City of any inspection, audit, or review by any regulatory authority or records procedure of the Proposers or its subcontractors and provide the City with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

### **G. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**

The Proposer's products, services, and facilities shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

### **H. TRANSACTIONAL CONFLICTS OF INTEREST**

The Proposers acknowledge that any contract resulting from this RFP submittal is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

### **I. FUND APPROPRIATION CONTINGENCY**

The Proposer recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix 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.

### **J. EMPLOYEE IDENTIFICATION**

Proposer agrees to provide an employee identification number or 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 federal identifier of the Proposer is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.



## SECTION VIII – PROTEST PROCESS

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### VIII. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular proposer shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful proposer may file a protest no later than seven (7) calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

1. Identification of the RFP or other solicitation number.
2. The name, address, and telephone number of the protester.
3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents.
4. The form of relief requested.
5. The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request Parks Board authorization to award the contract until the protest process is completed.

A Proposer may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Proposer was notified of the adverse determination.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request Parks Board 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 and filed with the Procurement Officer within the time requirements will not be considered.





**SECTION IX – STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
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**IX. STANDARD TERMS AND CONDITIONS**

**A. DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

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

“Amendment”	Means a written document issued by the City and signed by the Contractor which alters the contract and identifies the following: (i) a change in the Scope of Work, (ii) a change in the Contract Amount, (iii) a change in the time allotted for performance, and/or (iv) an adjustment to the Agreement terms.
“A.R.S.”	Arizona Revised Statute
“Broker, Packager, Manufacturer’s Representative, Jobber”	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
“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/Agreement”	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
“Contract Representative”	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.
“Days”	Means calendar days unless otherwise specified.
“Department Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“Deputy Director”	The Deputy Director over the Department.
“Deputy Finance Director”	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).



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“Hosted”	A hosted application is a software as a service (SaaS) solution that allows users to execute and operate a software application entirely from the cloud on a recurring subscription. Hosted applications are hosted and powered from the remote cloud infrastructure and are accessed globally through the Internet.
“Manufacturer”	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
“May”	Indicates something that is not mandatory but permissible.
“Offer”	Means bid or quotation.
“Procurement Officer”	City of Phoenix, City Procurement staff person responsible for the solicitation.
“Proposer”	Means a vendor who responds to the Request for Proposal.
“Proposal”	Means a written response in offer of services in the Request for Proposal.
“Shall, Will, Must”	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
“Should”	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.
“Solicitation”	Means a Request for Proposal (RFP).
“Subcontractor”	Means an individual, firm, partnership, Corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, or any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly states, the term “Subcontractor:” includes, at every level, and/or tier, all subcontractors, sub consultants, suppliers, and material men.
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the City.
“Vendor”	A seller of goods or services.



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### B. CONTRACT INTERPRETATION

- i. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- ii. **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- iii. **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 shall 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 shall 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 shall save and hold the City harmless with respect thereto.
- iv. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- v. **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.
- vi. **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 shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall 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.

### C. CONTRACT ADMINISTRATION AND OPERATION

- i. **RECORDS:** All books, accounts, reports, files and other records relating to the contract shall 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.



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- ii. **PUBLIC RECORD:** All proposals submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If a proposer believes that a specific section of its proposal response is confidential, the proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The proposer shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City will review the material and make a determination.

- iii. **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 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 supplier and/or lessee shall 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 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 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-consultant agreements or subleases of this agreement entered into by Contractor. If Contractor employees more than 35 employees, 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 employees, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- iv. **LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- v. **ADVERTISING:** Contractor shall not advertise or publish news releases concerning this project without the prior written consent of the Parks Director, and the City shall not unreasonably withhold permission.
- vi. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world.



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Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

- vii. **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 or not they are 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.

- viii. **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.

- ix. **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 shall 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.

- x. **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 shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

- xi. **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,



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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.



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

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

- a. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

- i. process PII only within the United States and only in accordance with the Agreement and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;
- ii. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
- iii. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;



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- iv. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
  - v. take reasonable steps to ensure the competence and reliability of Contractor’s personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
  - vi. maintain written records of all information reasonably necessary to demonstrate Contractor’s compliance with this Agreement and applicable laws;
  - vii. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor’s sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- b. If Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from Contractor’s processing obligations pursuant to the Agreement, Contractor shall notify the City at [SOC@phoenix.gov](mailto:SOC@phoenix.gov) without undue delay within 48 hours; and:
- i. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
  - ii. take action immediately, at Contractor’s own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
  - iii. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
  - iv. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report





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concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

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

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

### D. CONTRACT CHANGES

1. **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor. As per City Charter and City Code, contract amendments must also be signed as to form by the City Attorney and City Clerk.
2. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
3. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
4. **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 shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

### E. RISK OF LOSS AND LIABILITY

1. **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 shall 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 shall conform to the cancellation clause set forth in this document.



## SECTION IX – STANDARD TERMS AND CONDITIONS

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2. **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

3. **FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall 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.

4. **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the title and risk, or protection of or for loss of materials or services, from the time that the contract operations have commenced until the final written acceptance of the work by the City.
5. **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

### F. WARRANTY ON DELIVERABLES



## SECTION IX – STANDARD TERMS AND CONDITIONS

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1. **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
2. **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
3. **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
4. **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by the proposer.

### G. CITY'S CONTRACTUAL RIGHTS

1. **RIGHT TO ASSURANCE:** 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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
2. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
3. **DEFAULT:** In case of default by the proposer, 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 proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.



## SECTION IX – STANDARD TERMS AND CONDITIONS

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4. **AUDIT:** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor shall be liable for reimbursement of the reasonable, actual cost of the audit.
5. **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 shall 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.
6. **COST JUSTIFICATION:** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
7. **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 that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

### H. CONTRACT TERMINATION

1. **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 shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
2. **CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving ninety (90) days 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 shall 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 Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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:



## SECTION IX – STANDARD TERMS AND CONDITIONS

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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 deliver to the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

3. **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.

### I. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

### J. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of



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the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**1. Minimum Scope and Limits of Insurance**

Contractor shall 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 minimum liability requirements provided that the coverage is written on a “following form” basis.

**a. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**b. Worker's Compensation and Employers' Liability**

Contractor shall provide Workers' Compensation Statutory Employers' Liability

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

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**c. Professional Liability (Errors and Omissions Liability)**

Contractor’s policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



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### 2. Additional Insurance Requirements

The policies shall include, or be endorsed to include the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

#### K. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice, including the name and subsequent contract number, shall be mailed, emailed or hand-delivered to City of Phoenix, Parks and Recreation Department, 16<sup>th</sup> Floor, Phoenix, AZ 85003.

#### L. 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 above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### M. VERIFICATION OF COVERAGE

Contractor shall 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.

**Upon notification of an award the Proposer will have ten (10) 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.**

All certificates required by this Contract shall be sent directly to the City of Phoenix Parks and Recreation Department, 200 West Washington, 16<sup>th</sup> Floor, Phoenix, Arizona 85003, and Attn: MSD Contracts or [pks.contracts@phoenix.gov](mailto:pks.contracts@phoenix.gov). The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

#### N. PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that



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interferes with the full performance of the contract and confirm it in writing within twenty-four (24) hours.

### **O. CONTRACTOR'S PERFORMANCE**

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City will evaluate issues which may arise as to the quality and acceptability of any work performed under the Contract. If, in the City's opinion, performance becomes unsatisfactory, the City shall seek assurance from Contractor of Contractor's intent to perform and Contractor's plan for corrective action. This contract provision does not alter or affect the Contract Termination provisions provided herein.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall 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 Contract for default.

### **P. EMPLOYEE IDENTIFICATION AND ACCESS**

Except as set forth in Sections IX (N) and IX (R), Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City's authorized representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

### **Q. ACCOUNT STAFFING**

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

### **R. TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the performance of the Scope of Work.

### **S. CONTRACTORS' DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH:**

Contractor's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) 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 (v) 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 public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Contractor's





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failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Contractor of 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 in the event that 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 in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall 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.



## SECTION X – GENERAL TERMS AND CONDITIONS

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### X. GENERAL TERMS AND CONDITIONS

#### A. MATERIALS SUBMITTED

All materials submitted in response to this RFP become the property of the City. Each proposer, as an express condition for the City's consideration of such proposal, waives any right to access such proposals until 30 days after Parks Board or City Council awards the agreement. No submission or supporting documentation will be returned to proposers except rejected or nonresponsive proposals. Proposers should note that the City is subject to the disclosure requirements of Arizona's public records law.

#### B. CITY RESERVATION OF RIGHTS

1. The City is not obligated to accept any submittal or to negotiate with any Proposer. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the best proposer suited for the City.
2. The issuance of this RFP and the acceptance of an RFP response do not constitute an agreement by the City that any contract shall actually be entered into by the City. The City expressly reserves the right to:
  - a. Waive any immaterial defect or informality in any RFP response or proposal procedure.
  - b. Reject any or all RFP responses.
  - c. Reissue a RFP.
  - d. Procure any service by any other means.
  - e. Request additional information and data from any or all companies.
  - f. Negotiate with any qualified Proposer.
3. The City may confirm any information provided in the Proposer's submittal or inspect any of the Proposer's facilities that would be utilized in connection with performing services under any resulting contract.

#### C. PROPOSER(S) INCURRED COSTS

Each Proposer will be responsible for all costs incurred in or preparing for a response to this RFP. All materials and documents submitted by the Proposer in response to this RFP or any additional requests for materials and documents made by the City for evaluation pursuant to this RFP will become the property of the City and will not be returned. The selected Proposers shall be responsible for all costs incurred by it during negotiations.

#### D. RIGHT TO INVESTIGATE

In addition to the references and any information submitted with the proposal, the City may obtain information on past performance.

The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer, interviews (if applicable), and other sources determined to be valid by the City. Award will not be made until such investigations, which each proposer agrees to permit by submitting its proposal, are made by the City.

#### E. PROPOSER CERTIFICATION

By submission of a proposal, each proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official,



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or current contracting consultant of the City.

### F. APPLICABLE LAW

Any and all disputes arising under any contract or out of the RFP herein called for, shall be governed according to the laws of the State of Arizona, and the Proposer submitting an RFP response agrees that the venue for any such action brought to enforce provisions of the Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

### G. LEGAL WORKER REQUIREMENTS

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement 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 § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

### I. NON-WIAVER OF LIABILITY

The City, 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 Proposer submitting an RFP response 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.

### J. EXECUTION OF CONTRACT

Within 30 days of the notice from the City that the contract has been finalized, the successful proposer shall fully execute and deliver such contract. Should the successful proposer fail to deliver the agreement within 30 days, the award may be canceled by the City. In the event the successful proposer defaults, or refuses or fail to timely execute the formal contract or provide required documents, the City shall consider award to the next highest qualified proposer who is ready and willing to provide services.



## SECTION XI – SPECIAL TERMS AND CONDITIONS

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### XI. SPECIAL TERMS & CONDITIONS

#### A. INQUIRIES

To adhere to the solicitation transparency policy and avoid disqualification, all questions that arise relating to this solicitation shall be directed in writing to the Procurement Officer:

Isis Sanchez  
City of Phoenix, Parks and Recreation Department  
200 W. Washington Street, 16th Floor  
Phoenix, Arizona 85003  
[isis.sanchez@phoenix.gov](mailto:isis.sanchez@phoenix.gov)

To be considered, written inquiries shall be received at the above email address by the date listed in the Schedule of Events. The City will respond to inquiries in an addendum published on the Procurement Website. If you need clarification to a solicitation, you are expected to send a written inquiry.

No informal contact initiated by Proposers on the proposed service will be allowed with members of the City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. Such communication will be deemed a violation of the transparency policy and you will be disqualified. All questions concerning, or issues related to, this solicitation shall be presented **in writing**.

#### B. SUSPENSIONS OF WORK

The City of Phoenix Parks and Recreation Department and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

#### C. COMMUNICATION IN ENGLISH

It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate as the site contact.

#### D. PERFORMANCE INTERFERENCE

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within twenty-four (24) hours to the identified contact in the agreement.

#### E. CONTRACT PERFORMANCE

Proposer shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. 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 shall notify the Proposer.

The Proposer will have 4 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Proposer. Repeated incidences of



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unsatisfactory performance may result in cancellation of the agreement for default.

### F. HOURS OF WORK

All work under this contract shall be coordinated with the City's designated contact provided to the selected proposer and subsequent vendor. Any changes to the established schedule must have prior written approval by the City's designated contact.

### G. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

**1.1 Background Screening Level:** Because of the varied types of services performed, the City has established two levels of risk and associated backgroundscreening: Standard and Maximum risk. The current risk level and backgroundscreening required is **MAXIMUM RISK**.

**1.2 Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- 1.2.1 work directly with vulnerable adults or children, (under age 18); or
- 1.2.2 any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 1.2.3 unescorted access to:
  - City data centers, money rooms, high-value equipment rooms; or
  - unescorted access to private residences; or
  - access to critical infrastructure sites/facilities; or
- 1.2.4 direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

**1.3 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.

**1.4 Additional Maximum Risk Background Checks:** Maximum screening will additionally require fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-27.

**2. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:** Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under the Contract.

**2.1 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into the contract and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity



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



## SECTION XII – ATTACHMENTS AND EXHIBITS

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### ATTACHMENT A AFFIDAVIT

#### Assurances

The undersigned proposer hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the proposer.

The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 180 days after the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.



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**Legal Status**

1. Proposer intends to operate the business as (check one):

- Corporation\* ( )                      Non-Profit 501(c)(3) ( )
- Government Entity ( )                Partnership\* ( )
- Limited Liability Corporation\* ( )    Sole Proprietorship ( )
- Other (Please describe: \_\_\_\_\_) ( )

\* Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the proposer (add lines as needed).

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For the purpose of this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

- 2. In the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes ( ) No ( )**
- 3. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number. **Yes ( ) No ( )**
- 4. Are there any pending liens, claims or litigation in excess of \$500,000 involving proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes ( ) No ( )**
- 5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes ( ) No ( )**
- 6. Has the proposer's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes ( ) No ( )**
- 7. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling





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interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer’s principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes ( ) No ( )**

- 8. **Disclosure of Conflict of Interest:** 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:

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- 9. **Notice Regarding Prohibited Interest in Contracts:** 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 Arizona Revised Statutes (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 A.R.S. regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under A.R.S. Sections 38-501 thru 38-511.
- I am aware of the following conflict(s) of interest:

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- 10. **Acknowledgements:**  
 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.



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- This “no-contact” provision only concludes when the contract is awarded at a Parks Board 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 is, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

**Oath:**

I affirm that the statements contained in this form, 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.

**SIGNATURE(S)**

Proposer’s Contracting Entity (Legal Name<sup>1</sup>): \_\_\_\_\_

<sup>1</sup>The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the proposer.*

Name of Joint Venture Partner (if applicable): \_\_\_\_\_

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*



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**NOTARIZED**

Signed and sworn before me this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal



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