



City of Phoenix

REQUEST FOR PROPOSAL
PTD25-001
PROPERTY MANAGEMENT SERVICES

City of Phoenix
Public Transit
302 N. 1st Avenue
Phoenix, AZ
85003

RELEASE DATE: January 03, 2025
DEADLINE FOR QUESTIONS: January 14, 2025
RESPONSE DEADLINE: January 28, 2025, 2:00 pm

City of Phoenix
REQUEST FOR PROPOSAL - GOODS AND SERVICES
PTD25-001
Property Management Services

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Submittals:

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1. Introduction

1.1. Summary

The City of Phoenix Public Transit Department (CITY) invites sealed offers from qualified proposers for the provision of property management services, in accordance with the specifications and provisions contained herein for the office building located at 302 North First Avenue, Phoenix, Arizona 85003 (Property).

1.2. Contact Information

Judson Hathaway

Contracts Specialist II

302 N. 1st Avenue

Phoenix, AZ 85003

Email: judson.hathaway@phoenix.gov

Phone: [\(602\) 534-6143](tel:(602)534-6143)

Department:

Public Transit

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Judson Hathaway) at (602) 534-6143/Voice or 711/TTY, or judson.hathaway@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	January 3, 2025
Pre-Offer Conference (Non-Mandatory)	January 9, 2025, 10:00 AM MST Conference to be conducted via WebEx by appointment only. RSVP via email to ptdprocurement@phoenix.gov required by January 8, 2025 5:00 PM (MST)
Written Inquiries Due Date	January 14, 2025, 5:00pm

<p>Offer Due Date and Submittal Location</p>	<p>January 28, 2025, 2:00pm 302 N 1st Ave, Suite 900, Phoenix, AZ 85003 City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p>
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2. Instructions

2.1. Description – Statement of Need

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

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

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

2.2. City’s Vendor Self-Registration and Notification

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

2.3. Preparation of Offer

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

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

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

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

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

2.5. Obtaining a Copy of the Solicitation and Addenda

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

2.6. Exceptions

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

2.7. Inquiries

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

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

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

2.8. Addenda

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

2.9. Business in Arizona

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

2.10. Licenses

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

2.11. Certifications

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

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

2.12. Submission of Offer

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

Offers must be submitted in the following way:

- A. Submitted in a sealed envelope and the following information should be noted on the outside of the envelope:
 1. Offeror's Name
 2. Offeror's Address (as shown on the Certification Page)
 3. Solicitation Number
 4. Solicitation Title
 5. Offer Opening Date
 6. Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

2.13. Withdrawal of Offer

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

2.14. Offer Results

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

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

2.15. Offer Evaluation Criteria

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

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

Evaluation Criteria (maximum 1000 points)

Evaluation Criteria #1 - Method of Approach (Technical Proposal Tab 1)	250 pts
Evaluation Criteria #2 - Qualifications and Experience (Technical Proposal Tab 2)	250 pts
Evaluation Criteria #3 – Management Structure and Personnel (Technical Proposal Tab 3)	250 pts
Evaluation Criteria #4 - Price (Price Proposal) - Attachment A	250 pts

2.16. Minimum Qualifications

Contractor represents that it is familiar with the nature and extent of this contract, the services, and any conditions that may affect its performance under this contract. Contractor further represents that it is fully experienced and properly qualified, complies with all applicable license requirements, and is equipped, organized, and financed to perform such services.

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

- A. Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation.
- B. Offeror must be a Certified licensed real estate broker, registered with the appropriate regulatory agency.

2.17. Certificates of Insurance

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

2.18. Award of Contract

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

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

3. Safety record; and,
 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.19. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

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

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

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

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

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any

announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.20. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

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

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

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.21. Public Record

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

2.22. Late Offers

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

2.23. Right to Disqualify

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

2.24. Contract Award

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

2.25. Determining Responsiveness and Responsibility

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

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

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

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

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

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

2.26. Clarifications

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

2.27. Equal Low Offer

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

2.28. Evaluation of Competitive Sealed Offers

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

2.29. Detailed Evaluation of Offers and Determination of Competitive Range

The City will appoint an Evaluation Panel, which may consist of City staff, staff from other City departments or transit agencies, and other persons. The City may also appoint a Technical Advisory Team to provide technical assistance to the Evaluation Panel. The Technical Advisory Team may consist of City staff, staff from other City departments or transit agencies, and other persons. The Technical Advisory Team will review the technical portion of each offer for compliance with the RFP specifications. The Procurement Officer will chair the Evaluation Panel, serving in a non-voting capacity.

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

2.30. Offers Not Within the Competitive Range

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

2.31. Discussions with Offerors in the Competitive Range

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

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

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

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

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

2.32. Best and Final Offers (BAFO)

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

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

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

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

3. Scope of Work

3.1. Purpose

The Contractor will provide property management services for the office building located at 302 North First Avenue, Phoenix, Arizona 85003 (Property).

3.2. Background

3.2.1 General Property Information

- Opened in 1989 and owned by the City of Phoenix.
- Full-service building with a current occupancy rate of 93%.
- Three (3) tenants with approximately 300 people currently working in the building.
- Rents and Common Area Maintenance Fees (CAMs) are collected monthly.

3.2.2 Building Specifications

- 10 stories above ground (9 floors are occupied; 10th floor is mechanical).
- 107,948 square foot office building which is tenant/owner occupied.
- 30,100 square foot lot.

Floor Distribution

1 st Floor	Suite 100: Police Transit Unit. Suite 120: City of Phoenix – Public Transit Department
2 nd Floor	Maricopa Association of Governments
3 rd Floor	Maricopa Association of Governments
4 th Floor	Maricopa Association of Governments
5 th Floor	City of Phoenix - Public Transit Department; Transdev; Clever Devices
6 th Floor	Vacant
7 th Floor	Maricopa Association of Governments
8 th Floor	City of Phoenix - Public Transit Department
9 th Floor	City of Phoenix - Public Transit Department

3.2.3 Parking Garage

- Sub terrain parking garage with 8 levels and 303 spaces (174 spaces occupied by tenants, 129 spaces available for hourly public parking).
- Access control system operated by a third party with an attendant booth.
- No designated parking spaces for Contractor staff. Contractor will arrange monthly parking agreements for all staff providing services. Monthly parking fees are the responsibility of the Contractor and/or its employees.

3.3. Property Management Services

Operate the Property and arrange for the performance of any and all work required for the proper operation of the Property, subject to (i) budgets, policies, and procedures of the City, and (ii) all applicable laws and regulations.

Act as a liaison between the City and the tenants and perform all customary services including, but not limited to, parking management, proper signage, distribution & monitoring of keys, janitorial, and window washing. Contractor will, upon request from the CITY, effectively market any vacant space in the 302 Building. The CITY shall approve in writing and in advance the content and budget for any print or broadcast advertising.

Ensure that both the City and commercial tenants in the building are informed of any issues related to their welfare and safety.

Evaluate and approve non-customary building requests based upon appropriateness, current real estate practices, and best use of funds.

Perform the following general administrative activities that are necessary as part of the property management services to manage, operate, and maintain the Property:

3.3.1 Administrative

A. Employees

1. Maintain a sufficient number of employees to adequately, safely manage, and operate the Property. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees will be Contractor's responsibility.
2. Assign a Property Manager to the Property to provide property management services at a level and capability sufficient to directly oversee its functions and employees. Follow the City requirements outlined in Exhibit A: Security, Access, Controls, and Badging Information. The principal function of the Property Manager assigned to this Property will be to oversee employees of Contractor and to directly monitor operational activities associated with this scope of work. The Property Manager assigned to this Property will:
 - Work cooperatively with the City to assure service quality, provide operational data, and respond to specific requests for other assistance as the need arises.
 - Property manager to perform monthly in-person inspection of subcontractor operations (monthly submittal sheet to be submitted to contract manager).
 - Directly handle tenant relations, including the coordinating of building meetings, lease renewals and lease expirations, tenant concerns, etc.

The City reserves the right to review the qualifications of the Property Manager assigned to this building and may request to reduce or remove the Property Manager at its discretion at any time throughout the duration of the Contract.

Should the Property Manager be unavailable to perform his/her duties, Contractor will appoint a staff member temporarily to serve in his/her place. Contractor will notify the City whenever such substitution will occur, prior to the event. If the Property Manager will be unavailable for more

than two (2) weeks, Contractor will provide a qualified Property Manager as a substitute, subject to City approval.

Contractor assures the City that the Property Manager assigned to this building will not be replaced without ninety (90) calendar days' advance written notice to the City unless the departing employee does not provide Contractor with such notice or the employee is removed for cause. Moreover, the City expects that any Property Manager assigned this property and any Property Manager assigned as a replacement will remain in his/her position for at least one (1) year subject to City approval.

- B. Prepare, and obtain CITY approval of, an annual budget. Unless otherwise authorized in writing, Contractor shall conduct its responsibilities within the approved annual budget.
- C. Contractor shall take all action reasonably required to distribute invoices, collect rents, collect utility payments, parking fees and other sums payable under tenants' leases on their respective due date. All sums thus collected shall be deposited no later than the close of business of the next business day. The Contractor is required to establish a trust bank account with a financial institution of their choice, capable of facilitating both incoming and outgoing wire transfers. Manage utility services (electricity, water, and sewer) and the payment of utility invoices. Contractor is responsible for paying all utility services by the due date; any late charges as a result of Contractor failing to remit payment on due date will be paid by Contractor and not charged to the Property expense account.
- D. Regularly contact building tenants to ensure their satisfaction with services being provided. As requested, coordinate a customer satisfaction survey to determine and quantify the level of service being provided to tenants for the purpose of benchmarking and continuous service improvement. Provide the results of the survey to the City within one month after survey completion.
- E. Manage and monitor all terms of lease agreements assigned to the Property Manager and monitor rental payments, coordinate any tenant alterations, and handle lease amendments when required by the City.
- F. Terminate tenancies, with the City's written approval, by signing and serving such termination notices and taking appropriate action that is mutually agreed to be necessary.
- G. Extend to each individual, firm, vendor, supplier, contractor and its subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.
- H. Notify the City of any notices from governmental agencies within twenty-four (24) hours of receipt.
- I. Maintain an office in the Phoenix metropolitan area.

- J. Serve as the City's representative at all tenant meetings. Conduct monthly meetings with City staff. Conduct additional meetings upon request by the City.

3.3.2 General Building

- A. Coordinate and schedule annual fire drills or as needed with the Facilities Maintenance contractor and meet with the tenants' volunteer fire wardens. Provide assistance in organizing and coordinating life safety programs and conduct a tenant representatives debriefing upon completion. Feedback from the debriefing will be used for the purposes of benchmarking and continuous service improvement.
- B. Remove trash from all spaces on a daily basis (including Plaza) (Monday through Friday, except City holidays). Store all trash neatly in the designated area or dumpster, as directed by the City's Public Works Refuse Service, and ensure that containers or rooms are closed and secure.
- C. Implement and maintain recycling programs for the entire building, including receptacles in all areas of the Property. Remove recycling from blue bins daily (Monday through Friday, except City holidays), ensuring placement in the designated recycle bins as directed by the City's Public Works Department Recycling Program.

3.4. Exterior Maintenance

3.4.1 Plaza Cleaning

- A. Hot water clean (180°F) the Property plaza area on a monthly basis, including all concrete around the building, steps, and adjacent sidewalk at the bus stop location.
- B. Remove all trash and foreign substances (gum, graffiti, soda spills, food, etc.) from concrete, sidewalk, steps, and/or brick pavers on a daily basis (Monday through Friday, except City holidays).
- C. Do not use cleaning chemicals unless requested and approved by the City.
- D. Provide additional hot water cleaning (180°F) at any time at no additional cost to the City if a hazard to the public exists.
- E. Provide additional cleaning (pressure washed) around dumpsters in back alley on a weekly basis

3.4.2 Window Washing.

- A. Wash the exterior windows as requested. Coordinate the scheduling of the window washing with the Facilities Maintenance contractor. Notify the City's contract manager when the window cleaning is completed and the contract manager will inspect for thorough cleaning.

- B. Wash the interior windows annually. Coordinate the scheduling of the window washing with the City's contract manager. Notify the City's contract manager when the window cleaning is completed and the contract manager will inspect for thorough cleaning.
- C. Spot clean interior windows and glass at building entrances on a daily basis (Monday through Friday, except City holidays). Wash the interior and exterior of the windows on Floors 1 and 2 on a monthly basis.

3.5. Interior Maintenance

3.5.1 Custodial / Janitorial

- A. Comply with all custodial specifications outlined in Exhibit B: Custodial Specifications.
- B. Clean all high traffic areas and entry ways to remove any soiling, dust or stains from floors and work surfaces on a daily basis (Monday through Friday, except City holidays). Ensure that building entries are given special attention on a daily basis (Monday through Friday, except City holidays) to remove litter, clean entry mats, polish door glass and metal surfaces, etc.
- C. Clean all restrooms on a daily basis (Monday through Friday, except City holidays) and maintain a sanitary and odor-free environment. Restock supplies daily as necessary. Evaluate the soap dispensers for efficiency and make changes if necessary.
- D. Vacuum and spot clean any dirty carpet spots on a daily basis (Monday through Friday, except City holidays). Clean the carpets annually to preserve the carpet's appearance and extend its useful life.
- E. Clean or dust all window blinds, drapery, and common area furniture on an annual basis and upon request.
- F. Clean all elevator landings and cabs on a daily basis (Monday through Friday, except City holidays).
- G. Maintain common area directional signage and directories, updating as necessary with events and relocations within the Property. Notification and signs will comply with governmental rules and regulations will be maintained consistently on the Property.
- H. Provide interior plant maintenance services for plants contained in the lobbies and common areas of the Property to ensure an attractive and professional appearance.
- I. Clean the parking garage with a professional mechanical sweeper on a monthly basis. Remove all trash and foreign substances (gum, graffiti, soda spills, food, etc.) on a daily basis (Monday through Friday, except City holidays).
- J. Hot water clean (180°F) the parking garage on an annual basis. Provide additional hot water cleaning (180°F) at any time at no additional cost to the City if a hazard to the public exists.

- K. Wet mop the parking garage elevator landings on a monthly basis and upon request.
- L. Do not use cleaning chemicals unless requested and approved by the City.

3.6. Parking Garage

3.6.1 Access Control System

- A. Within the term of this contract, the City reserves the right to purchase and install an automated parking garage access control system.
- B. Coordinate with the City to facilitate a transition from the current parking system to the automated access control system.

3.7. Annual Operating Budget

3.7.1 Operating Budget

Prepare and submit to the City an annual proposed Operating Budget for the management and operation of the Property. The budget will be detailed and include line items, estimated revenues, and an estimated revenue transfer to the City. The proposed budget is due each fiscal year (July -June) and will be submitted to the City by April 1.

3.7.2 Approval of Annual Budget

Conduct a presentation of the proposed budget not more than 30 days after the proposed budget due date. The City will review and provide comments on the proposed Annual Budget within 30 days of presentation.

3.7.3 Approval to Expend Funds Based on Budget

Once deemed acceptable, the budget will constitute an authorization for Contractor to expend funds necessary to manage and operate the Property in accordance with the City- approved budget.

3.8. Financial and Accounting Responsibilities

Provide the City with direct access to Contractor accounting staff to answer any financial questions that the City's accounting staff may have in reviewing the required financial reports. Maintain a professional property management system and perform the following:

3.8.1 Accounting Principles

Maintain separate accounting records which will be supported by Property documentation. Accounting methods will be in accordance with cash basis accounting principles consistently applied. Implement such appropriate controls over accounting and financial transactions as are reasonably required to protect the City's assets from theft, error, or fraudulent activity.

3.8.2 Chart of Accounts

Provide a standard Chart of Accounts, with detailed descriptions, from its property management system for the City's review of all income and expense categories that are generated by the operation of the Property. Reference Exhibit C: Sample Chart of Accounts.

3.8.3 Commingling of Funds Prohibited

Do not commingle any funds received hereunder with any funds of any other property managed by the Contractor nor by any other third party.

3.8.4 Bank Accounts

Maintain a \$50,000 reserve amount in a bank account established by the City for the sole purpose of collecting building revenue and paying building expenses. The reserve amount is dedicated to covering emergency expenditures that may require immediate funds.

Submit a completed signature card with the appropriate number of authorized signatures. Contractor will have two authorized signatures on each check exceeding \$250.00. Contractor will complete a new signature card when a change of authorized signer is necessary.

3.8.5 Disbursements

Make monthly payments from the account any sums due relating to the operating expenses of the Property and contained in the Annual Operating Budget. In addition, pay any expenses in the approved budget, expenses incurred for emergency work, or expressly authorized in writing by the City.

3.8.6 Remitting Funds

On or before the 15th day of each month, report to the City the excess balance of funds in the account, after the payment of monthly expenses less the \$50,000 reserve as approved by the City. The City will transfer funds from the building operating account in excess of the reserve amount to the general City account by the last day of each month. The City reserves the right to change the due date if reporting issues occur.

3.8.7 Invoice

On or before the 15th day of each month, submit an invoice for the property management service fee. The City reserves the right to change the due date if reporting issues occur.

3.8.8 Advance Funding

Contractor will not be obligated to make any advance payment to or from the Operating Account of the City or to pay any sums except the funds in the Operating Account, nor will Contractor be obligated to incur any liability or undertake any obligation for the Operating Account of the City without written assurance the necessary funds for the discharge thereof will be provided.

3.8.9 Cash Shortage

If the cash available in the Operating Account is, or is reasonably anticipated to be, insufficient to pay any due invoices with respect to the Property, Contractor will immediately submit a statement to the City of all remaining unpaid bills. The City will immediately, and without delay, provide sufficient funds to pay any unpaid expenses before they become delinquent.

3.9. Record Keeping and Ownership

Keep and maintain accurate records of the operation and maintenance of the Property, including but not limited to: copies of all leases, contracts and agreements affecting the use and occupancy thereof.

During the term of the contract, keep and maintain complete books, records, and accounts that accurately reflect all revenue earned, funds received, expenses incurred, and disbursements made relating to Contractor's duties hereunder.

All records will remain the property of the City and will be made available to the City or its designated representative, at any time, for examination, inspection, and audit. Such records will be delivered to the City or its designated agent upon termination of the Contract.

All expenses incurred in connection with on-site personnel and equipment required to maintain such records will be at the expense of the Contractor.

3.10. Property Management Reports

Submit the following reports on or before the due dates as follows. If the due date is not a regular business day, the report(s) will be due on the next succeeding regular business day. The City reserves the right to change the due date if reporting issues occur.

3.10.1 Annual Reports.

The following reports are due on an annual basis:

- A. Budget. Initial report is due within 30 days of contract start date and by April 1 of all following years.
- B. Year End Common Area Maintenance (CAM) Reconciliation Report. This report is due annually by February 28 to reconcile for the previous calendar year.
- C. Fiscal Year End Budget True-Up. This report reconciles fiscal year (ending on June 30) to calendar year and is due by August 30 of each year.
- D. Annual Summary Report. This report summarizes the property management activities and financial statements for the year and is due by June 20 of each year.

3.10.2 Quarterly Reports.

The following reports are due on a quarterly basis on the 15th day of the month following the end of the quarter:

- A. Common Area Maintenance (CAM) Reconciliation Report.

3.10.3 Monthly Reports.

The following reports are due on or before the 15th day of each month:

- A. Comprehensive Building Financials (budget variance, bank reconciliation, check register, rent roll, balance sheet, etc.)
- B. Parking Status Report (a bulleted synopsis of operational activities).
- C. Subcontractor Updates.
- D. Itemized Revenue and Expense Reconciliation.
- E. Operating Expense Budget vs. Actuals.

Provide any additional reports requested by the City from time to time. All reports are subject to review and City approval prior to final acceptance.

3.11. City Responsibilities

3.11.1 The Public Transit Department Facilities Division will perform the following:

- A. Protect and maintain City assets by monitoring the contract;
- B. Evaluate, identify, plan, and coordinate future capital improvement projects;
- C. Facilitate all broker activities related to the leasing of vacant space;
- D. Establish CIP project budget funds based upon the five-year property management cost, maintain operating fund balance including funding for Preventive Maintenance;
- E. Maintain a minimum reserve of \$50,000 for unanticipated costs;
- F. Review all financial reports and property reports;
- G. Receive and process insurance documents;
- H. Any additional responsibilities as necessary.

3.11.2 The Finance Department, Real Estate Division may perform the following:

- A. Prepare lease agreements for new tenants, and prepare renewal amendments;
- B. Prepare and send GPLET letters/form directly to the tenants or Contractor. The form is to be completed by the tenant or its accountant and submitted along with any tax owed directly to the Maricopa County Treasurer's Office;
- C. If necessary, attend meetings with the Contractor and the Public Transit Department;
- D. Any additional responsibilities as necessary.

3.11.3 Other City Departments may perform the following:

- A. Coordinate and complete security systems projects and repair of all security systems;
- B. Coordinate and complete replacement/repair of any lock hardware on the City system;
- C. Coordinate installation/repair/replacement of electrical work in Public Transit Department occupied areas;
- D. Coordinate and complete construction projects for the Property as recommended and approved by the Public Transit Department;
- E. Any additional responsibilities as necessary.

4. Evaluation Process

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1	<p>Method of Approach</p> <p>1. Provide a comprehensive, detailed plan of how all transition and start-up tasks will be completed before commencement of service. The plan must include a detailed chronology/calendar and explanation of all major milestones listed. The start-up plan must also document recruitment and training schedules, acquisition of permits and licenses, employee background screening, and all other activities necessary to implement a successful transition.</p> <p>2. Provide a plan for communication with tenants to establish and maintain a high level of customer service.</p> <p>3. Provide a sample Common Area Maintenance report that includes calculation methodology.</p> <p>4. Provide a sample year-end annual report that includes revenue and expense reconciliations</p> <p>5. Provide a sample Facility Emergency Response Plan (FERP) used at another similar property and discuss how it would be tailored to the needs of this particular scope of work.</p>	Points Based	250 <i>(25% of Total)</i>
2.	<p>Qualifications and Past Performance</p> <p>1. Provide a description of at least two and no more than three past property management experiences within the past five years of similar size, scope and complexity.</p> <p>2. State the Offeror's present workload capacity and provide confirmation that the Offeror can meet the Contract start date.</p>	Points Based	250 <i>(25% of Total)</i>

3.	<p>Management Structure and Personnel</p> <p>1. Identify Key Personnel and subcontractors to be assigned to this project. For each Key Personnel and subcontractor, provide an abbreviated resume (maximum one page).</p> <p>2. Provide an organizational chart with building staff and property management staff including the individual's names and titles to show the delineation of authority within the team. Discuss how the property management staff coordinates with building staff.</p> <p>3. Describe how the Offeror will select or has selected staff, including the Offeror's methods of identifying potential candidates as needed as well as any plans to interview or employ predecessor contract personnel.</p> <p>4. Describe how the Offeror will maintain an active retention program and how the program will deter employee attrition and promotes stability in the Offeror's workforce.</p> <p>5. Provide a back-up plan for vacancies or prolonged absentees for Key Personnel.</p>	Points Based	250 <i>(25% of Total)</i>
4.	<p>Price Proposal</p> <p>The Offeror offering the lowest Total Service Cost will receive the maximum points allocated for price. All other Offerors will receive points based on the mathematical relationship between their offered prices and the lowest Offeror's Total Service Cost.</p>	Points Based	250 <i>(25% of Total)</i>

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

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

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

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

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

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

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

5.2. Contract Interpretation

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

- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

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

amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

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

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

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

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

5.4. Costs and Payments

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

- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.5. Contract Changes

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

City reserves the right to obtain like goods or services from another source when necessary.

5.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to

its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

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

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.9. Notice

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

5.10. Integration

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

5.11. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.12. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable,

contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

5.13. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.14. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.15. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.16. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this

Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.17. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

5.18. Authorized Changes

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

5.19. Claims or Demands Against the City

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

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about July 1, 2025, and will continue for a period of three (3) years thereafter with two (2) one-year options to extend the term, which may be exercised in the sole discretion of the City.

6.2. Price

Contractor shall be paid a firm fixed yearly flat rate property management fee to perform all the services outlined in this RFP for the initial three years of the contract. Thereafter, price increases for the yearly property management fee will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term. The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Department Director.

Contractor will be reimbursed for CITY-approved costs and/or expenses incurred while performing the services specified in the contract. The reimbursable costs and expenses shall not exceed the usual and customary charges for such services imposed by property management agents managing similar properties in the same geographical area. All costs/expenses and services to be reimbursed will be quoted (minimum of three quotes), reviewed, and approved in writing by PTD prior to processing payment.

6.3. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

6.4. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms

- FOB terms
- Remit to address

6.5. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

6.6. Method of Payment

Contractor will be paid on a monthly basis in arrears.

6.7. Partial Payments

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

6.8. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

6.8. Suspensions of Work

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

6.9. Hours of Work

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

6.10. Post Award Conference

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

6.11. Performance Interference

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

6.12. Exclusive Possession

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

6.13. Licenses and Permits

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

6.14. Communication in English

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

6.15. Miscellaneous Fees

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

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

6.16. Contractor Assignments

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

6.17. Storage Space

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

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

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

6.18. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City,

which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

6.19. Types of Work Supervision

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

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

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

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its

rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

6.21. Employee Identification and Access

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

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

Unless otherwise provided for in the scope of work:

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

6.22. Key Access Procedures

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

6.23. Stolen or Lost Badges or Keys

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

6.24. Return of Badge or Key

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

6.25. Badge and Key Fees

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

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

6.26. Background Screening – Maximum Risk

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

6.27. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

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

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

6.29. Maximum Risk Background Check for Child Care Staff Member

- A Federal Bureau of Investigation fingerprint check using Next Generation Identification;
- A search of the National Crime Information Center's National Sex Offender Registry; and
- A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:
 - State criminal registry or repository, with the use of fingerprints being:
 - Required in the State where the staff member resides;
 - Optional in other States;
 - State sex offender registry or repository; and
 - State-based child abuse and neglect registry and database.

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

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

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the

Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.
- N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if

applicable, and a copy of a valid photo identification. The information will be provided to the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.

- P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
1. Conviction of a felony.
 2. Conviction of a misdemeanor (not including traffic or parking violation).
 3. Any outstanding warrants (including traffic and parking violations).
 4. A person currently on parole or probation.
 5. A person currently involved in an investigation.

6.31. Confidentiality

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

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

disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

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

6.32. Data Protection

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

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

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
 1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as

- applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

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

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

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

6.33. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor’s expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City’s prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

8. Insurance Requirements

8.1. Contractor's Insurance

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

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

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

8.4. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

8.5. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to PTDprocurement@phoenix.gov.

8.7. Acceptability of Insurers

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

8.8. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to PTDprocurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO**

THE CITY'S RISK MANAGEMENT DIVISION.

8.9. Subcontractors

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

type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

8.10. Approval

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

9. Submittals

9.1. Copies

Please submit one (1) printed original copies of the Offer, including Cover Sheet, Technical Proposal, Price Proposal, and Required Submittal Forms, for the Procurement Officer's review. Please also submit one (1) electronic copy (on a portable drive or CD) of the same for the Procurement Officer. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.

Further, please submit four (4) hard copies of the Offer, **but excluding the Price Proposal and Required Submittal Forms**, for the evaluation panel's review. Please also submit one (1) electronic copy (on one portable drive) of the same for the evaluation panel.

For the Required Submittal Forms, please submit only the Submittal Section as completed by Offeror, and do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of **180 calendar days** from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Technical Proposal

For purposes of this Section, the "Proposer" (also known as the "Contractor") is the entity submitting the proposal and who will be leading the project; the "Team" is the Proposer and proposed Key Subcontractors.

The Technical Proposal must be organized in a tabular format by section in accordance with the outline below and submitted in a separately sealed container. If the Proposer fails to provide all data requested, the CITY may deem the Proposal non-responsive.

1. **TAB 1 - Method of Approach (limit of 35 pages front and back (8" x 11"))**

Required components:

- a. Provide a comprehensive, detailed plan of how all transition and start-up tasks will be completed before commencement of service. The plan must include a detailed chronology/calendar and explanation of all major milestones listed. The start-up plan must also document recruitment and training schedules, acquisition of permits and licenses, employee background screening, and all other activities necessary to implement a successful transition.
- b. Provide a plan for communication with tenants to establish and maintain a high level of customer service.
- c. Provide a sample Common Area Maintenance report that includes calculation methodology.
- d. Provide a sample year-end annual report that includes revenue and expense reconciliations.

- e. Provide a sample Facility Emergency Response Plan (FERP) used at another similar property and discuss how it would be tailored to the needs of this particular scope of work.
2. **TAB 2 - Qualifications and Past Performance of the Firm (limit of 35 pages front and back (8" x 11")), not including the organizational chart or any resumes, if applicable**
- Required components:**
- a. Provide a description of at least two and no more than three past property management experiences within the past five years of similar size, scope and complexity.
 - b. State the Offeror's present workload capacity and provide confirmation that the Offeror can meet the Contract start date.
3. **TAB 3 - Management Structure and Personnel (limit of 35 pages front and back (8" x 11")), not including the organizational chart or any resumes, if applicable**
- Required components:**
- a. Identify Key Personnel and subcontractors to be assigned to this project. For each Key Personnel and subcontractor, provide an abbreviated resume (maximum one page).
 - b. Provide an organizational chart with building staff and property management staff including the individual's names and titles to show the delineation of authority within the team. Discuss how the property management staff coordinates with building staff.
 - c. Describe how the Offeror will select or has selected staff, including the Offeror's methods of identifying potential candidates as needed as well as any plans to interview or employ predecessor contract personnel.
 - d. Describe how the Offeror will maintain an active retention program and how the program will deter employee attrition and promotes stability in the Offeror's workforce.
 - e. Provide a back-up plan for vacancies or prolonged absentees for Key Personnel.

9.3. Price Proposal

Required components

The Proposer must complete and submit the pricing (**Attachment A**) in hard copy and electronic copy (portable drive or CD) in a separate sealed envelope.

9.4. Solicitation Response Check List

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

The written offer should be:

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

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

9.5. Additional Quantities

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

Attachment B: COSTS AND PAYMENTS

(please complete and return with the submittal)

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

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

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

Attachment C: EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

Attachment D: YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided _____ Property Management Services listed in this solicitation for a period of at least 5 year(s).

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

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Attachment E: CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

<p>This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.</p>			
<p>1. Name of person submitting this disclosure form.</p>			
First	MI	Last	Suffix
<p>2. Contract Information</p>			
<p>Solicitation # or Name:</p>			
<p>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)</p>			
<p>4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.</p>			
<p>5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.</p>			
<p><input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.</p> <p><input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:</p>			
<p>6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.</p>			

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

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

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

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

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

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

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

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

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

8. Acknowledgements

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

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

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

B. Fraud Prevention and Reporting Policy

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

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

OATH

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

PRINT NAME	TITLE
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SIGNATURE	DATE
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COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



Attachment F: ADDENDA CERTIFICATION

CITY OF PHOENIX

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

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

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

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

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____

Attachment G: OFFER PAGE

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

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

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

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

<p>Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

 Authorized Signature Date

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

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

Attachment H: ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:
Title:
Department:

Attest:

_____ this ____ day of _____ 2024
City Clerk

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

Attachment I: FINANCIAL RESPONSIBILITY QUESTIONNAIRE

This questionnaire must be submitted with Proposal documents. Failure to provide the completed questionnaire may cause rejection of the Proposal. All references and information must be current and traceable. If the Offeror is a Joint Venture, a separate form shall be prepared by each Joint Venture Partner.

Name of Offeror: _____

Principal Business Address: _____

Contact/Title: _____

Phone: _____ Email: _____

Website: _____ DUNS No. _____

How long has your organization been in business under present name? _____ years.

Describe your company's ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Have you or your organization, or any officer or partner thereof, failed to complete a Contract?

No Yes. If yes, give details: _____

Is any litigation pending against your organization?

No Yes. If yes, give details: _____

Attachment I: FINANCIAL RESPONSIBILITY QUESTIONNAIRE

Identify your principal financial institution for financial responsibility reference:

Name of Bank: _____

Street Address: _____

City and State: _____

Telephone: _____

E-Mail: _____

Officer Familiar with Offeror's Account: _____

Attachment J: CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona. At the time of offer submission, Offeror shall have the correct class of license as required for the work specified.

Offeror certifies possession of the following license: Certified real estate broker license

Licensed Contractor's Name _____

License Number _____

Expiration Date _____

Section 1: Introduction

The City has an obligation to protect employees and the visiting public, preserve the availability of assets and ensure the continued delivery of services effectively, safely, and cost-efficiently. Identification cards (ID Cards) and Electronic Access Badges help the City accomplish all of these goals. With the addition of policies for Intrusion Detection Systems (Alarms) and issuing physical keys, this document serves as the central document related to Security, Access Controls and Badging Information for the Public Transit Department.

Section 2: The Policy

2.1 – Introduction

Administration Regulation (AR) 4.44 and 4.45 were revised and adopted by the City of Phoenix on September 1, 2018. These regulations provide most of the policy guidelines referred to in this document. AR 4.44 provides guidelines for assessing risk and managing access to City facilities and City assets. AR 4.45 governs Contract Worker background screening.

A. Standard Risk Background Check

1. Standard risk background check will be conducted for the contract term or 5 years, whichever is shorter when the contract worker's work assignment will result in any of the following:
 - Requires a badge or key for access to City facilities; or
 - Access to sensitive, confidential records, Personal Identifying Information or restricted City information; or
 - Unescorted access to City facilities during normal and non-business hours.
2. Standard Risk level will require a background check based on real identity/legal name and include felony and misdemeanor records checks from any county in the United States, the State of Arizona, plus any other jurisdiction where the contract worker has lived at any time in the last seven years.

B. Maximum Risk Background Check

1. A maximum risk background check will include all search criteria performed under a standard background check.
2. A maximum risk background check will be conducted for the contract term or 5 years, whichever is shorter, except as noted for child care or CJIS related contracts when the contract worker's work assignment will result in any of the following:
 - Work directly with vulnerable adults or children (under the age of 18) (see definitions).
 - Responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation.
 - Unescorted access to City data centers, money rooms, or high-value equipment rooms.
 - Access to private residences.

Exhibit A - Security, Access, Controls and Badging Information – City of Phoenix
Public Transit Department

- Access to Homeland Defense Bureau identified critical infrastructure sites/facilities.
 - Responsibility or access to City identified critical infrastructure sites, City networks or data, cyber/IT/Network assets, digital or cyber assets, workstations or servers (either remote access (VPN) or direct access).
3. Maximum Risk Background Check Must Include:
- Criminal record, conviction of a misdemeanor (not including traffic or parking violation) or felony.
 - Sexual offender search.
 - All outstanding warrants.
4. Maximum Risk Background Check for Child Care Staff Member Must Include:
- A Federal Bureau of Investigation fingerprint check using Next Generation Identification.
 - A search of the National Crime Information Center’s National Sex Offender Registry.
 - A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where such staff member resided during the last five years:
 - (i) State criminal registry or repository, with the use of fingerprints being:
 - (A) Required in the State where the staff member resides;
 - (B) Optional in other States;
 - (ii) State sex offender registry or repository; and
 - (iii) State-based child abuse and neglect registry and database.
5. Criminal Justice Information System (CJIS) Background:
- The background checks for this level will consist of a local, state and national fingerprint-based record check to be conducted by the Phoenix Police Department or the Arizona Department of Public Safety.
 - An additional CJIS check will be performed if unescorted access is required to an identified CJIS location or if the contractor will have access to CJIS infrastructure or information.
6. Additional Required Background Check Based on Work Scope:
- Credit Check (for cash handling, accounting, and compliance positions only).
 - Driving records (for driving positions only).
 - Fingerprint verification (when contract worker is working directly with children or vulnerable adults or job takes the individual to a CJIS location).
7. Legal Requirements: Contract workers who work directly with children or vulnerable adults are subject to fingerprint verification.
- Contract worker maximum or Criminal Justice Information System (CJIS) background check will be valid for whichever is shorter, the contract term or three years for healthcare or nursing care related contracts

2.2 – Roles and Responsibilities

1. Monitoring of the Access Control and Security Systems is the responsibility of the Police Department – Central Monitoring Station (CMS).
2. The Public Works Department Alarm Services Section is responsible for specifying, implementing and maintaining the City’s badge access system in accordance with accepted industry standards and best practices. Card Access Control Systems must sufficiently meet current and emerging credible threats and standards.
3. The Public Works Department Badge Imaging Office and Public Transit Department Facilities Division control the production, issuance, and accountability of access badges.
4. Periodic reviews of programmed access, clearance codes and inactive badges must be performed by the contractor, Facilities Division, and the Badge Imaging Office to ensure current, valid and relevant access into City facilities.

2.3 – Badge Use and Conditions of Use

Access badges issued by the City of Phoenix remain the property of the City and should be collected and returned to the Facilities Division once no longer required.

While on City property, badge holders must visibly display badges and present government identification upon request of management, security personnel, or law enforcement.

Contract Workers with authorized access are entitled to have the City of Phoenix Contractor Badge and their company identification badge in their possession while on City property. Only one City access badge is assigned and active for a contract worker. Having more than one active badge assigned to the same person can pose a serious potential security breach. It is important that the contractor and the Facilities Division track and ensure their workers are using the appropriate badge.

Access badges are not transferable. City access may only be used by the person it was issued to. No access may be loaned or borrowed.

All City badge holders are responsible for appropriate care and control of their access badge in accordance with the City of Phoenix Administrative Regulations and contract policies. Badge holders must immediately notify the contractor and the Facilities Division upon noticing their badge is lost, stolen, missing or damaged.

Permanent photo access badges must be picked up personally by the recipient from the Facilities Division Badge Office, during posted office hours, and signed for on the badge application at the Facilities Division Badge Office location.

No one may circumvent, bypass or otherwise render ineffective any City badge access devices. This includes badge readers, locking mechanisms, door sensors, etc. Any intentional attempts to do so shall be regarded as a criminal act.

2.4. – Protection of Information

Personal information for badging purposes is used to issue employees and contract worker access badges and for contact purposes in case of an emergency. The Facilities Division Badge Office and the Badge Imaging Office staff are entrusted to ensure confidential information remains confidential.

Badge access information may not be divulged except in compliance with the City of Phoenix policies and procedures or directives. Any requests for confidential information should be forwarded through the appropriate channels. The information contained in the security system(s) database must not be used for non-security purposes including, but not limited to, time, attendance, and data gathering for disciplinary purposes.

2.5 – Consequences

Violations of this Policy may be subject to disciplinary action at the discretion of the department.

Section 3: Procedures

2.6 – Background Screening Review Process

There are specific requirements that must be completed prior to the Public Works Department Badge Imaging Office and the Public Transit Department Facilities Division Badge Office issuing an Access Badge. Both badging offices will require Facilities Division Management Assistant II signature, contractor representative signature, City contract manager signature, employees and contract workers to complete badge documentation and submit information in order to create a badge and for validation purposes.

Contractor badges may only be issued to contract workers if:

- A business need exists for the worker to have unescorted electronic access to common and secure areas of City facilities;
- A background check has been conducted
 - Level of Access (Standard, Maximum, and Maximum Criminal Justice Information System (CJIS)) is determined by the Facilities Division Management Assistant II in conjunction with City Risk Assessment Guide.
 - The contractor shall be responsible for determining whether a contract worker is qualified to perform work or disqualified from performing work for the City under the terms of the contract for standard, maximum and CJIS risk level background checks.
 - For standard level background check requirements, the contractor will provide a list of “eligible contract workers” on the contractor’s company letterhead, to the Facilities Division Management Assistant II.
 - The contractor will provide a complete background check report for the maximum level background check to the Facilities Division Management

Assistant II (MAII). The MAII will review and approve/disapprove maximum risk background check results.

- Maximum risk background check results are to be submitted to the MAII in a sealed, confidential envelope, at a minimum of 5 business days before work is to begin.
 - The MAII will secure all maximum risk background check results in a locked file cabinet until the review is complete.
 - The MAII will discard of the maximum risk background check results in the confidential secured bin that is picked up by an offsite secured shredding company.
 - The contract worker is to work directly with the contractor, not the City, to resolve any disputes related to the background check process and/or outstanding Criminal History Records Check Information.
 - CJIS risk background will consist of local, state, and national fingerprint-based record check to be conducted by the Phoenix Police Department or the Arizona Department of Public Safety.
 - All contractors, except **employees** of 302 Building tenants, must pay a \$55 badge fee before issuance of an access badge.
 - Please note that subcontractors, whether of a tenant or primary contractor, will be charged the \$55 fee, no exceptions.
- Access badges will not be issued if background checks are incomplete, badge applications are incomplete, photo identification is not presented at the time of issuance, background check has been denied, badging fee not paid, or sufficient time not allowed for review.
 - Individuals must come in for issuance of an Access Badge within 30 days from date of maximum risk background check results or standard risk “eligible contractor worker” list.

2.7 – Company Responsibility for Contractors

Each Contract company shall designate a primary and secondary representative who will work directly with their Designated Authorized Signer to have their contract worker(s) complete the necessary steps to perform services. The Contract companies representative(s) are responsible for complying with all requirements associated with conducting business and performing services for the City of Phoenix. Contract companies must ensure their contract workers complete the appropriate paperwork in a timely manner and any supporting documentation requested by their Designated Authorized Signer.

The Designated Authorized Signers are responsible for authorizing and approving the City of Phoenix Badge Data Form. In addition, the Designated Authorized Signers are responsible for making access related notifications to their Public Transit Department Badge Office staff regarding changes in status for contract workers such as lost and stolen badges and issues where replacement badges are required to ensure they are deactivated in the system properly. The Badge Office staff will require that each Contract Manager or Tenant Representative Authorized Signer communicate badge, access, and background check information to the Contract companies representative(s) to ensure consistency and that processes are followed properly.

2.8 – AR-Applicable Contracts: Background Check Process

The following regulations apply to all contracts that contain background screening language as it was approved by the Law Department.

Contractors perform a variety of work for the City. The type of work performed and the work environment influence the need for three levels of risk, each of which requires a background check. The first level involve circumstances where background checks are required and performed by the contractor and the second level where the background check is performed by the contractor, but reviewed by City Departments. The third level the Police Department Local Agency Security Officer (LASO) must review and approve all CJIS background checks.

Contractors must have workers complete and sign a copy of the Contract Worker Disclosure Form before the background check is conducted.

The Contract Worker Disclosure Form will provide an opportunity for the contract worker to list any and all criminal convictions and grant the City the right to review the background check results.

2.9 – AR-Applicable Contracts: Evaluating Results

The contractor shall be responsible for determining whether a contract worker is disqualified from performing work for the City under the terms of the contract for standard level background checks.

For standard-level background screening, the contractor will provide the contracting department a memo indicating the types of screenings performed and that the contract worker passed those screenings (See Section 2.6).

For maximum and CJIS-level background screening, the contracting department will review and approve the background check provided by the contractor. The department will prepare a memo to be placed in the contract file that indicates the results of each worker's background check.

The contract worker is to work directly with the contractor (not the City) to resolve any disputes related to the background check process and/or any outstanding Criminal History Records Check information.

In making the determination of whether information contained in the results of the background checks constitute grounds for disqualification of a contract worker, the contractor and contracting department should be guided by these principles and guidelines:

- Disqualification decisions should not be based solely on a criminal conviction, unless the conviction is related to performance under the contract. Arrests that did not result in a conviction or have not been charged may not be considered when determining whether a contract employee is disqualified.
- Not all criminal convictions or other negative information obtained in the background screening process would prohibit an individual to work under the contract. Departments must evaluate the job relatedness of the information

received. To determine if a contract employee's background would be prohibitive for a specific contract, these factors should be analyzed:

- Duties of the specific position;
- Time, nature, and number of negative events / convictions;
- Attempts and extent of rehabilitation efforts; and
- The relation between the duties of the job, and the nature of the crime committed.

The analysis of whether or not any particular item in a background check is a potentially disqualifying factor involves looking at what the contract work requires, where the work is done, the access to particular areas, and the type of people or places that the contract worker will encounter. Then the background results should be reviewed to determine whether the nature of the crime reported would create a risk to the City based on that person's background. An example of this analysis would be as follows:

Note: For a vendor who is contracting with the City requiring less screening but needing credentials (for example not needing access to City facilities but working on City assets) a minimum risk background check is required, there is no conviction that should disqualify a person for the work, since at this level, the contract worker does not have direct access to City facilities, does not come in contact with vulnerable people, does not have access to private property, and only has escorted access to City facilities. The only disqualifying factors would be if the contract worker did not meet the requirements of A.R.S. § 41-4401 ***Government Procurement; E-verify Requirement***.

For a person who is contracting for work requiring a standard risk background check, potentially disqualifying convictions could include a record of theft, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.

For a person who is contracting for work requiring a maximum and CJIS risk background check, potentially disqualifying convictions could include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, and embezzlement.

If a contract worker has a criminal record that includes a disqualifying conviction, that person shall not be permitted to perform work for the City under the contract. If the records check indicates that the disposition of the criminal case is unknown, the contractor must determine the disposition.

3.0 – Badge Office Locations and Contacts

The Public Works Department Badge Imaging Office is located on the Mezzanine in the Calvin C. Goode Building. Employees and contractors without a valid parking pass may park in the 305 Garage (305 West Washington) or at a parking meter. Individuals will enter the building through the main lobby entrance and proceed to the single elevator located directly east of the main elevator banks. Employees and contractors are only to utilize this location upon prior approval from the Public Transit Department Facilities Division Badging staff.

Security, Access, Controls and Badging Information – City of Phoenix Public Transit
Department

Public Works Department
Badge Imaging Office
251 West Washington, Mezzanine
Phoenix, Arizona 85003
Monday – Friday
8 am to 12 pm, 1 pm to 4 pm
602-534-4611

The Public Transit Department has (3) three badge office locations. All information must be received by badging staff prior to individuals coming in for issuance of an Access Badge.

Public Transit Headquarters
302 North 1st Avenue, Ste. 900
Phoenix, Arizona 85004
602-495-5914

West Transit Facility
405 North 79th Avenue
Phoenix, Arizona 85043
602-534-9121

South Transit Facility
2225 West Lower Buckeye
Phoenix, Arizona 85009
602-495-7690

3.1 – Fees and Payment Info

Payment must be submitted to badging staff with submission of application, unless prior arrangements have been made with the Facilities Division Management Assistant II.

Initial Badge Fee..... \$55.00
Renewal Badge Fee \$55.00
Lost or Damaged Replacement Badge Fee..... \$55.00
Stolen Replacement Badge Fee PD Department Report – No Charge
(Report # is required on the Badge Data Form, if individual does not have proof of report \$55 will be charged)

3.2 – How Access Badges Work

The proximity access badges used by the City of Phoenix have a microchip embedded inside them. The badge holder is required to present their issued badge to the card readers only in the areas they are authorized. Presenting badges to card readers that the individual does not have approved access to will trigger “denied wrong area” alarm activation to the Central Monitoring Station.

3.3 – Badge Number

The access badge number is the last four to six digit number printed on the back of the badge in

the lower right corner.

Authorization for Access

Each Designated Authorized Signer shall establish an Access Authorized Signer List. The list shall be maintained by the Designated Authorized Signer and contain the name and signatures of individuals who have been given the authority to approve access, along with a description of the areas for which they are allowed to approve access. Signers should be at the highest possible level based on the level of security needed for each area.

The number of people each department authorizes to approve access should be limited to the fewest number needed to efficiently process requests. The Access Authorized Signer List must be kept current and on file with the appropriate badging and/or security office.

Authorization to grant employees and contract workers access shall be documented by the requesting department prior to the issuance of a badge, key, or PIN code.

Documentation shall include, but is not limited to, the following:

- Employee's or contractor's true and legal name;
- Location and times of access needed;
- The reason for access to each area;
- Approval signature of Contract Company Authorized Signer; and
- Approval signature from the Designated Authorized Signer.

Section 4: Enrollment

4.1 – Identity Verification

It is imperative that photo identification be shown to Badge Office staff when a person has their photo taken for a badge. The integrity of the City's identification system relies on this procedure. Government-issued photo identification is the most reliable.

Acceptable types include:

- Passport
- Citizenship Card
- Photo Health Card
- Driver's License
- Photo Firearms License
- Native/Immigration Status Card
- Permanent Resident Card
- Other acceptable form of government-issued ID

Badging staff will not take a photo and issue a badge without acceptable identification.

4.2 – Information Collection

The following steps must be followed by the Public Transit Department Badge Office when collecting information on a badge candidate:

- Ensure that the badge request form is fully completed and that all required information is written clearly on the form.
- Check photo identification to verify that the name on the form matches the name on the ID. If the person does not have photo identification, they will need to take the necessary steps to obtain an appropriate photo ID.
- Badging staff will ensure the appropriate badge type has been checked. This will

determine the type of badge template to issue.

- Validate signature of the person who signed the badge application.
Validate payment method and process

4.3 - Photo Capture

City access and identification badges are used in many sensitive applications, including access into restricted City facilities, senior and childcare facilities, critical infrastructure and private homes, so it is important that the best quality picture be captured and applied.

Below are some guidelines to help obtain the above result:

- Hats or head coverings are not allowed, except if worn for religious reasons. If the photo candidate is permitted a head covering, the facial features must be fully and clearly visible.
- The candidate's eyes must be open and clearly visible.
- Glasses, including those tinted with a prescription, may be worn as long as the eyes are clearly visible. Sunglasses are not permitted.
- Photos must show both edges of the face clearly.
- Photos must show a full front view of face and shoulders squared to the camera.
- A small section of space may be left above the top of the head and below the neckline to show proportion.
- The face and shoulder image must be centered in the photo.
- Smiling is always permitted; however, unusual or contorted expressions will not be permitted.

4.4 – Retain Photocopy of Badging Sheet

The Badge Office staff will retain a copy of each processed Badge Data Form as long as the badge holder is active and in good standing with the City.

Section 5: Verification

Before any badge is produced, employment or affiliation with the City must be verified. No badges are to be produced without this verification.

5.1 Requirements for Verification

For City employees, the following information would satisfy the requirements of verification:

- Established record in the Human Resources e-CHRIS database;
- Confirmation of City department name, division, and section;
- Government-issued photo ID;
- Badge access requirements including all City facilities;

For a contractor, the following information would satisfy the requirements of verification:

- Confirmation of affiliation with a City department, function, division or program;
- Confirmation of passed and approved background check process;
- City affiliation; issued photo ID;

Expected contract completion/end date
The contract manager must provide the Badge Office staff with the required information. Where the required information is not

available, the Badge Office will advise the worker of the information required and will request that they return when all information requirements have been satisfied. All information must be entered on the City of Phoenix Badge Data Form for retention and future auditing purposes.

5.2 – Confirm Employment Data

As part of the confirmation process, all relevant information must be collected. Relevant information includes:

- Badge Holder's name;
- Department, Function, Division and/or Contract Company worked for;
- Position/Title;
- Home Address and Phone Number;
- Work Location and Phone Number;
- Year of birth;
- Last 4-digits of Social Security Number;
- Emergency contact; and
- Badge Holder's Signature and current date;

5.3 – Confirm Access Requirement

The last part of the verification process involves the determination and authorization of access needs. Access must be requested by the Designated Authorized Signer(s) on behalf of the worker. Requests must be submitted in writing to the Badge Imaging Office and/or noted on the Badge Request form for processing.

Section 6: Production and Distribution

6.1 – Verify New Record

The Badge Office staff will research the database prior to entering a badge to ensure that another record does not already exist. If another badge record already exists, the latest information from the Badge Data Form and recent photo should be used to update the existing record, not replace it.

6.2 – Badge Pick-Up

All access or identification badges must be signed for at the Badge Office. Access badges may not be picked up by a co-worker or family member, and should not be inter-office mailed directly to the recipient.

Prior to issuing an ID or access badge, the Badge Imaging Office will ensure that any temporary badges issued to the badge holder are returned. This procedure enables proper badge tracking and auditing from production to issuance by maintaining continuity of possession.

6.3 – Identity Verification

It is important that ID and access badges be issued to the intended holder. When a badge holder arrives to pick up a photo ID or access badge, verification of the correct recipient is done using the badge holder's government issued photo identification.

Section 7: Maintenance

ID/Access Badges and Keys issued by the City of Phoenix are considered City property.

Designated Authorized Signers must ensure employees and contract workers protect and take care of City assets. Badges and Keys must be returned immediately to their appropriate issuing department when no longer required. Penalties may be assessed to the contracting department and/or the Contractor for failure to return these items.

7.1 – Lost and Stolen Badges

Active lost badges pose a serious potential security breach, similar to a lost key. It is imperative that employees and contract workers immediately report the badge as lost or stolen.

7.1.1 – Reporting Lost or Stolen Badges

Employees and contract workers are responsible for immediately notifying their Designated Authorized Signers of any lost or stolen badges so they can be deactivated and the appropriate precautions taken. Designated Authorized Signers must establish a method for reporting lost and stolen badges during afterhours.

Employees are responsible for completing the following steps:

- Notify the Designated Authorized Signer immediately;
- Notify the Public Transit Department Badge Office;
- Complete a new Badge Data Form signed by the Designated Authorized Signer and/or designee; and
- Complete payment process (if applicable).

Contract Workers are responsible for completing the following steps:

- Notify the Contract Company he or she is employed with;
- Notify the Designated Authorized Signer and/or designee; and
- Complete a new Badge Data Form signed by the contract worker and the Designated Authorized Signer.

Departments shall require a police report be filed for any stolen badges.

7.1.2 – Found Badges

Often times, ID/Access badges are reported lost at first and are later found. Badge holders are prohibited from using a badge that has been reported as lost or stolen, unless the Badge Imaging Office notifies the department or employee otherwise.

When a deactivated badge has been found, the Designated Authorized Signer and/or the contracting department shall report these conditions to the Badge Imaging Office immediately. The Badge Imaging Office will verify the badge record information. If a new badge has been issued, the Designated Authorized Signer is required to return the

badge that was found to the Badge Imaging Office. If a new badge has not been issued, the Badge Imaging Office staff will validate the badge holder's record information and update the status. It is vital to be sure the badge is being activated for the correct person.

The badge should only be re-activated after ensuring that a replacement badge has not yet been made. If no new badge has been issued, the badge may be reactivated at the discretion of the Designated Authorized Signer and the Badge Imaging Office.

7.1.3 – Replacement

Lost and stolen badges will be replaced once a new badge application is completed and signed by the appropriate Designated Authorized Signer. In the case of lost badges, the employee, contractor and/or contract worker will be responsible for the current replacement cost. In the case of a stolen badge that has been reported to the Police Department, a replacement will be provided at no cost. A new Badge Application must be completed and approved, along with the Police Department Report number, before a replacement badge is issued.

7.2 – Damaged and Defective Badges

From time to time, the microchip inside an access badge will become inactive or fail. Sometimes a badge will be cracked or otherwise damaged, rendering the badge inoperable. Badges that have sustained cosmetic damage to the front of the card, such as scratching, or fading, should be replaced if the image on the front of the card is no longer legible from an appropriate distance.

A new Badge Application needs to be completed before the badge can be reissued. Defective badges may be replaced at no cost, if it is determined that the employee or contract worker did not cause the defect. Payment is expected at time of application.

7.3 – Name Change

Employees or contract workers requesting a name change from their existing City – issued access badge must complete a new Badge Application signed by the appropriate personnel and pay the replacement cost at time application is submitted. The old badge must be returned at the time the new badge is issued.

7.4 – New Photo

Personal appearance can change significantly over time, due to changes in weight, hair color, style, etc. The goal is to have the City electronic access badge look like the person that it represents for security and safety reasons. If a new badge is issued within 6 months of previous badge, a new photo is required.

If an employee and/or contract worker wishes to take a new photo due to the individual's change in appearance, that request must be initiated from the Designated Authorized Signer and/or the contract manager. A new Badge Data Form must be completed and submitted to the Public Transit Department Badge Office.

The badge holder will be required to make a payment in the amount of \$55 at the time of issuance of the new badge.

7.5 – Separation in Service

When there is a separation in service from the City of Phoenix involving an employee, it is the responsibility of the supervisor to report the change in status immediately in writing to the Public Transit Department Badge Office. This will ensure the badge record is deactivated in a timely manner and eliminate security and safety risks involving the use of the City issued badge. Badges must be collected and returned to the Badge Office.

If the former City of Phoenix employee returns to perform services under a contract, it is the responsibility of the supervisor to follow the guidelines outlined in the contract.

If there is a separation in service where a contract worker is no longer employed with their company, the contract company is responsible for reporting the change in status immediately to the Designated Authorized Signer. If the former contract worker later returns to work for that same company it is the responsibility of the contract company to re-screen the worker.

7.6 – Extended Leave

Badge access privileges will be suspended for all badge holders who are on authorized extended leave. The supervisor or contract company is responsible for reporting change in status immediately to the Designated Authorized Signer.

All cancelled badges must be returned to the appropriate Badge Office.

7.8 – Expired Badges

Badges are only valid through the expiration date printed on the front of the Access badges. It is the responsibility of the badge holder to ensure they are in possession of a current and valid badge. A new badge application must be completed by the individual and signed by the appropriate personnel to replace an expired badge.

When expired badges are presented to card readers as an attempt to gain entry, alarm activation are generated in the Police Central Monitoring Station (CMS). This is a violation of badge holder responsibilities and may result in discipline.

7.9 – Adding Access to Badges

If a need develops for a badge holder to have additional access, the designated person may request the additional access via email to the Public Transit Department Facilities Division Management Assistant II.

Section 8: Badge Holder Responsibilities

8.1 – Badge Responsibility Agreement

Badge Holders shall read and sign a Badge Responsibility Agreement acknowledging their responsibilities related to safeguarding and caring for their city-issued badge. The information found in a Badge Responsibility Agreement may vary between departments and/or location based on the level of security maintained in each area, but should include the badge holder responsibilities outlined in Section 8 of AR 4.44. Departments are responsible for maintaining Badge Responsibility Agreements for each badge holder.

8.2 – Representing the City of Phoenix

Badge holders should recognize that a City of Phoenix badge demonstrates affiliation with the City of Phoenix, and the actions of City employees and contractors are closely watched by members of the public. All badge holders must act legally, responsibly, and respectfully while wearing the badge.

8.3 – Guidelines

Guidelines for wearing the badge include, but are not limited to:

- While badge holders are conducting business and performing services at City facilities, ID/Access Badges must be worn at all times; displayed on the outer

- most garment and visible for immediate identification purposes.
- Badge holders must not loan, borrow or share badges, keys or PIN codes.
 - The person to whom a key or badge has been issued shall be held responsible for its use until it has been properly returned to the appropriate Department or the Badge Imaging Office.
 - Any person found to be in possession of an unauthorized key or badge shall be liable for its use and may be subject to disciplinary or legal action.
 - Lost or stolen badges or keys must be reported immediately.
 - If badges or keys are found, employees and contract workers must notify appropriate personnel.
 - Badge holders must use their assigned access cards to gain entry into work areas that have card readers. Keys, when issued, should only be used in an emergency situation as it will cause alarms to be activated.
 - Badge holders shall not tamper, interfere, compromise, modify or circumvent any security system, measures or procedures.
 - Badge holders shall not allow persons without a badge to follow them into a restricted or controlled environment unless being escorted by a badged employee.
 - Badge holders shall ensure doors are secure and never left open.
 - Badge holders must take care to secure their badges and keys. They should never be left on an employee's desk or vehicle. Alarm PIN codes must be memorized and never posted for view.
 - Badges and keys must be returned to appropriate personnel when no longer needed or upon the termination or transfer of an employee or contract worker.
 - Badge holders may be charged for the cost of replacing badges or re-keying locks.
 - Badge holders shall question the presence of persons without a badge and report infractions.
 - Badge holders shall not duplicate badges and/or keys.
 - Badge holders shall immediately report all alarm activations that occur in error.

8.4 – Violations

Employees may be subject to disciplinary action for violation of these policies and procedures.

For contractors, violations of this section, or any other section of this document, are punishable by temporary or permanent suspension from contracting with the City. Contract companies and their workers may be subject to other fines or consequences, depending on the severity of the infraction.

Section 9: Department Responsibilities

9.1 – Introduction

Designated Authorized Signers and contract managers shall be responsible for ensuring the City of Phoenix A.R.'s for Badge and Access Control and Contract Worker Background Check policies are followed by all employees and contractors. The City and contract managers must communicate the badge and access control and background check requirement needs to the appropriate Badge Office at least one week prior to start of new employees and the contractor's work assignment(s).

9.2 – Auditing and Process Reviews

Departments shall perform regular employee audits to ensure employees are in compliance with the Administrative Regulations, understand their responsibilities, and Designated Authorized Signer and/or designees are following the required procedures.

Departments shall perform regular contract worker disclosure audits and process review per prescribed citywide guidelines in conjunction with the implementation of Administrative Regulation 4.45. The City Auditor Department may also perform audits as it deems necessary.

As a part of contract monitoring, the contract manager shall establish procedures for controlling contractor badges and a process for reporting lost/stolen cards. The same care and level of authorization should be applied to badges for a contractor as is for an employee badge (see AR 4.44, section 3 through 4G). All requirements, policies, and procedures related to contractor badges shall be documented in the contract.

9.3 – Training

The Designated Authorized Signers are required to conduct an internal Security Badge and Access training and awareness session for employees and contract workers. The Public Works Department Badge Imaging Office is available to assist departments in developing and/or improving their training program.

Section 10: Special Circumstances

10.1 – Contract Company Extensions/Special Access Request

When a contract is extended beyond the original end date of the contract, the department or division must contact the Badge Office. The department needs to ensure any contract workers who continue to work after the original expiration date of the contract will continue to have access. If contractors need additional access, or have a special access request, they are encouraged to contact the Badge Office.

10.2 – Working for Multiple City Departments/Multiple Contracts

Contract workers may be employed by multiple contract companies conducting business and performing services for the City of Phoenix. Contractors may be awarded multiple City contracts and perform services on behalf of multiple City departments. It is important for each City department to do their due diligence to ensure a proper background check has been conducted for contract workers according to the area and facility(s) assigned. This will ensure appropriate precautions have been considered to mitigate risk and liability for the City.

10.3 – Secondary Access Media

There are times when contract workers are employed by multiple companies doing business with the City of Phoenix and will require multiple badges. The Designated Authorized Signer must notify the appropriate Badge Imaging Office of the Contract company names, contract numbers and expiration dates, and determine the appropriate level(s) of access based on the areas and facilities associated with the duties performed by the contract worker. Contract workers must safeguard all issued media and follow all guidelines outlined in this policy.

10.4 – Access for Other Government Agencies

A non-City of Phoenix Government agency requesting an ID/Access Badge for City facilities/sites may, at the discretion of the Designated Authorized Signer waive certain fees outlined in the Fee Schedule.

Section 11: Intrusion Detection (Alarm) Systems

11.1 – Introduction

An Intrusion Detection System is an important device in protecting City of Phoenix facilities. Many City facilities are equipped with Intrusion Detection Systems (burglar alarm) and other specialized system devices to protect people, facilities, and assets.

These systems are electronic and can be controlled through a low voltage hard-wire or wireless transmitters and receivers. Sensors, such as door contacts, glass break sensors and infrared motion detectors, connect to an alarm that is sounded when the system is compromised. Sensors are wired to a central control panel that can deactivate an alarm by keying in the proper code. Properly installed, used, and maintained, City of Phoenix Intrusion Detection Burglar Alarm Systems are a real asset to the organization.

Every effective Intrusion Detection System is only as good as the department employees and the Central Monitoring Station that monitors it. Designated Authorized Signers must educate employees, tenants, and contract workers on the proper use of the Intrusion Detection System, how to properly enter the facility without unnecessarily setting off alarms, and how to report accidental alarm activations.

When Intrusion Detection Systems are misused and not operated properly, they can become a liability to the City. The Phoenix Police and Fire Departments as well as the Central Monitoring Station, must spend a significant amount of time and money handling and responding to false alarm activations. As the Designated Authorized Signers and system users, you may also experience the inconvenience of false alarms at the facilities you maintain.

11.2 – Alarm Permit Subscriber Permit Application Form

An alarm subscriber permit application form is required for all Intrusion Detection Systems monitored by the City of Phoenix Central Monitoring Station. The form must be completed by the Designated Authorized Signer and forwarded to the Police Department Code Enforcement Unit when a new Intrusion Detection System is installed. The initial application fee is \$17.00 and a cost center must be included on the application form before returned to the Code Enforcement Unit.

City of Phoenix facilities with an Intrusion Detection System installed that do not have a burglar alarm permit on file with the Police Department will be assessed a \$96.00 fee. Designated Authorized Signers are required to complete that alarm subscriber permit form, include that department cost center, and return the application form to the Police Department Code Enforcement Unit immediately. Once the form is received and processed by the Police Department personnel a permit number is assigned to the City facility for emergency response purposes. Departments may also be subject to an assessment of \$105.00 for a fire alarm activation that the Fire Department responds to if there is no permit on file.

11.3 – Annual Renewal Process

The Designated Authorized Signers and/or Responsible Party must renew the City of Phoenix Alarm Subscriber Permit and notify the Public Works Department Alarm Services staff (if the alarm system is monitored by the Central Monitoring Station) to make all necessary updates in the security system database. It is important to update the responsible party names and telephone numbers on the permit form that is returned to the Police Code Enforcement Unit as well as to ensure the Public Works Department system database reflects the changes.

11.4 – PIN Codes

Personal Identification Numbers, or PIN codes, are programmed into the Intrusion Detection System database to allow an authorized person the ability to arm and disarm a facility's burglar alarm system by use of a keypad. Any employee or contract worker requiring a PIN code is asked to select a 4-digit number that can be programmed to the system panel in the field to communicate with the keypad. PIN codes are specific to the individual and must not be shared and loaned to other individuals. PIN codes should be kept confidential and not be obvious or easy to guess. It is recommended that when selecting a PIN code that the use of bankcard PIN numbers or the last 4-digits of social security numbers are not used for security reasons. Designated Authorized Signer and/designees must notify the Public Works Department of any changes in status to ensure accurate data is maintained in the security system.

Generic PIN codes are not allowed for security and identification purposes, but may be acceptable based on certain operational needs.

11.5 – Responsible Party

The Responsible Party is the person(s) designated by the department to handle alarm activations and the person(s) responsible for responding to the facility in the event of an emergency after hour issue. When alarm activations are received in the Central Monitoring Station, police staff will notify the Responsible Party of the alarm type and condition. Police and/or Fire may request the responsible party respond to the facility. The responsible party is required to have an established PIN code, a badge and appropriate keys (where applicable) to the facility to properly investigate the alarm issue(s).

It is important for Designated Authorized Signers to identify a minimum of three (3) people who can be primary contacts and responsible parties for after-hour alarm notifications. Contact information for responsible parties must be kept up-to-date and on file with the Public Works Department, the Central Monitoring Station or their appropriate monitoring agency.

11.6 – False Alarms

False alarms are a problem for everyone: the City, Designated Authorized Signers, the Central Monitoring Station and the Police Department. With the growing number of alarm systems being installed and used throughout the City of Phoenix, all facility Responsible Parties and users must be aware of how to correctly operate their internal systems.

In addition to the personnel costs to the City of Phoenix, there are other items that affect police response to false alarms. False alarms are costly and divert Police Officer time

away from calls that may be real emergencies. Article IX of the City Code describes the duties of alarm subscribers, proprietor alarm owners, and alarm businesses and explain how false alarms are defined.

The majority of false alarms are caused by human error. False alarms caused by human error are the easiest to prevent. It is extremely important that Designated Authorized Signers, Responsible Parties, and users understand how to operate the alarm system in order to prevent unfortunate mistakes that result in a Police emergency response and unnecessary cost to the City of Phoenix.

Everybody must do their part to reduce the number of false alarms generated citywide. A few tips:

- Make sure everyone who has access to the premises knows how to operate the alarm system and knows how to clear false alarm activations from the keypad.
- Immediately call the Central Monitoring Station and inform security staff of any errors and false alarm activations.
- If there are any changes at the facility such as remodeling that may affect the security system devices, such as a motion detectors or panic buttons, notify the Public Works Department Alarm Services section.
- Make sure Responsible Party names and after-hour contact details are current and up-to-date.
- Every person using the alarm system keypad must have their own PIN for verification purposes with the Central Monitoring Station.
- During monsoon weather, the Responsible Party and/or staff should double check all doors and windows to make sure they are secure and will not blow open.
- Conduct monthly observations of alarm system devices such as motion detectors to make sure there are no obstructions, dust build up, and that building doors and windows are securing properly.
- Report problems immediately to Public Works Department Work Control by calling 602-262-6732.

11.7 – Preventative Maintenance Inspections

City of Phoenix Code requires an annual preventative maintenance inspection of all security alarm systems. Preventative Maintenance can save the City unwarranted costs, eliminate false and trouble alarms issues, and reduce expensive repairs when performed by the Public Works Department Alarm Services trained professionals.

Designated Authorized Signers should establish annual auto-generating preventative maintenance inspection work orders by contacting the Public Works Department Work Control at 602-262-6732. Public Works Department Alarm Services staff can assist departments with the above process.

Section 12: Keys

12.1 – Introduction

Physically keys cannot be turned off or deactivated electronically to prevent use. It is the responsibility of the Designated Authorized Signer to train and educate employees and contract workers on the importance of keeping track of keys that are issued by the City of Phoenix.

City employees requiring keys to perform the duties of their position must safeguard them in the same manner as they would ID/Access Badges.

There are times when a contractor and/or their workers may require a key to be issued to complete City approved work or services. A key may be issued only upon written authorization from the applicable contracting Designated Authorized Signer. **A key shall be authorized only when no other reasonable means of access is available.** All policies described for issuing badges to contractors and their workers must be followed to issue keys (see AR 4.44, Section 4.J.).

12.2 Responsibility of the Site Key Liaison

The Site Key Liaison is responsible for tracking all keys assigned to their site. These responsibilities include recording and maintaining all key information in a site database. It is suggested that the Key Liaison retain a copy of the key issue form from the key holder, in order to maintain a written record with signature and date for when that person received and returned the key.

12.3 – Key Issue Instructions

All keys are issued to Site Key Liaisons by Alarm Services. Keys will then be issued to personnel on-site and tracked by the Site Key Liaison. Alarm Services requires original key issue forms with original signatures to release keys. The following steps need to be completed for a key to be issued or re-issued:

1. Submit a request for a work order to Work Control (602-262-6732).
2. Record the work order number on the top left of the Key Request Form (See the Intranet site for the most current Key Request Form.)
3. Date the form at the top right hand side.
4. Fill in your information on the "City of Phoenix Employee" line.
5. Mark any applicable boxes in the "check all that apply" section: "New issue, Duplicate, Master," etc.
6. In the "Key Number 1" box, record the key information and include all letters and numbers on the existing key if available. For example: 22x13 NA; 10M03 NC; AD HE. Building numbers refer to facilities with multiple buildings at the site. Boxes 2 and 3 can be used for additional keys, but request only one key code per box. Record the number of key copies requested of each code in the "copy no." box.
7. Sign, and fill in all of the information on the "key holder's signature" line at the bottom of the form, middle line.
8. Read and initial the bottom two lines in the "NOTE" section.
9. Forward the form to your Designated Authorized Signer to sign, filling in all of the information on the "key authorizer's signature" line at the bottom of the form, top line.
10. The Designated Authorized Signer should then forward the form to Alarm Services at the address at the top of the form. (Calvin C. Goode Building, 251 W. Washington, 2nd floor Mezzanine.)
11. Alarm Services will e-mail or call when keys are ready. Keys can be picked up at the Calvin Goode Building 2nd floor.

12.4 – Key Return Instructions

The following instructions shall guide the return of a key when it is no longer necessary for any reason.

1. Make any necessary changes in the site database.
2. Fill out a key issue/return form. (See Intranet site for the updated form.)
3. Mark the form “Return” in the “check all that apply” section.
4. Fill in all of the information in the “Received key(s) from” section.
5. Record the key information, for example: 22x13 NA, 10M03 NC, AD HE and building information in key box #1, 2 or 3 that are to be returned.
6. Sign, and fill in all of the information on the "key holder's signature" line at the bottom of the form, middle line.
7. Return the form and keys to Alarm Services at the address on the top of the form. (Calvin C. Goode Building, 251 W. Washington, 2nd floor Mezzanine.)
8. Alarm Services representative will sign the “key received by” section and return the form to you as a receipt.

12.5 – Key Duplication

All keys are property of the City of Phoenix. Duplication of keys by anyone other than authorized personnel is prohibited.

12.6 – Terminated or No Longer Required

Keys must be obtained from employees and contract workers and returned to the Designated Authorized Signer before the end of their last working day with the City of Phoenix and/or with the contracting department.

12.7 – Lost/Stolen Keys

Lost and stolen keys shall be immediately reported to the Designated Authorized Signer. Employees are required to file a Police report and obtain a Department Report (DR) number for lost and stolen keys. If a new key is required, the Designated Authorized Signer must generate a work order by contacting Public Works Department Work Control and complete and sign a new Key Request Form for the employee. Depending on the type of key and what facilities are controlled by the key, departments may be required to re-key the facility and absorb all costs associated to the re-key.

For contractors, lost and stolen keys shall be immediately reported to the contract worker’s contract manager. Contract workers are required to file a Police report and obtain a Departmental Report (DR) number for lost and stolen keys. The contracting department must establish a method for reporting lost and stolen keys during after-hours. The Contractor and contracting department may be required to bear the cost for re-keying locks and replacing keys. If another key is required, a new key request form must be completed and signed by the contracting department’s Designated Authorized Signer.

Section 13: Auditing

13.1 – Introduction

Security, Access, Controls and Badging Information – City of Phoenix Public Transit
Department

Frequent audits will depend on the level of security needed in each facility/area. Audits can be conducted in various forms. In high risks area, the department may want every employee to show their badges and keys to assure they are still active and in the employee's possession. In lower risk areas, the audit can be performed by coordinating with the appropriate Human Resource liaison and working closely with the appropriate Badge Office. Any questionable issues related to auditing badges, access, any keys should be researched and the appropriate action taken to ensure assigned badges and keys are with the correct personnel and access is restricted to only those areas that are approved.

Keys should periodically be visually reviewed to ensure that employees are still in possession of the keys assigned to them.

Departments are responsible for developing an audit plan for reviewing access for their areas at least once annually (for high-risk areas, it is recommended that audits be performed more frequently). The audits should include, but not limited to:

A.R. 4.45

- Contract Worker Disclosure Forms copies for each contract worker
- Review of contract company files
- Name of firm and/or internal staff that conducted the background checks
 - Type(s) of Background Checks conducted
 - Background Check results
- Confirmation that the contract worker is still employed with the company
- Confirmation that the contract worker has an active badge in their possession

A.R. 4.44

- Employee's badge (physical inspection)
- Badge access (electronic access)
- Keys (physical inspection)
- Employee's with PIN Code access (electronic access via burglar alarm system key pads)
- Responsible Party (RP) Data and after-hour contact numbers
- Facility Dispatch Instructions

Badging Offices and the City Auditor may also perform audits as they deem necessary.

12.2 – Violations

Violations of the Badge and Access Controls and Contract Worker Background Check Administrative Regulations may result in disciplinary action.

EXHIBIT B

Custodial Specifications -

Contractor is required to provide a schedule of services by 30 days of the start of contract and quarterly at anniversary of contract

Item	PERFORMANCE REQUIREMENTS	STANDARD/FREQUENCY
1.	Offices Common Areas/Reception Spaces/Kitchen/Breakrooms	
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners and spot clean	Daily or as needed to clear locations of debris and sanitize
	Spot clean walls, doors and door frames, vents/registers blinds and interior windows	Daily or as needed to clear locations of debris and marks
	Vacuum carpeted areas	Daily or as needed to clear locations of debris
	Spot clean minor carpet stains	Daily or as needed to clear locations of stains
	Dust floor and mop floor with disinfectant	Daily or as needed to clear locations of stains and debris
	Police and spot clean outdoor furniture and trash cans	Daily or as needed to clear locations of stains and debris
	Sanitize and polish drinking fountains and sinks	Daily or as needed to keep required locations clear of debris and sanitized
	Clean lunchroom countertops, tabletops, sinks, inside cabinets, cabinet fronts and hardware.	Daily or as needed to clear locations of debris and sanitize
2.	Elevator & Landings/Stairway/Stockroom Maintenance:	
	Dust floor, and damp mop floor with approved cleaner	Service weekly or as needed to clear locations of debris and marks
	Spot clean walls, doors and door frames	Service weekly or as needed to clear locations of debris and marks

EXHIBIT B

Custodial Specifications -

Contractor is required to provide a schedule of services by 30 days of the start of contract and quarterly at anniversary of contract

	Clean railings	Service weekly or as needed to clear locations of debris and marks
3.	Restroom Cleaning	
	Pick up trash, empty all waste and recycling receptacles, reline waste with plastic liners and spot clean	Daily or as needed to keep required locations clear of debris and sanitized
	Clean and disinfect all toilet bowls, toilet seats and urinals. Install/Maintain urinal screens for larger debris	Daily or as needed to keep required locations clear of debris and sanitized
	Clean and disinfect counters, wash basins and walls	Daily or as needed to keep required locations clear of debris and sanitized
	Clean and polish mirrors and dispensers and polish chrome fixtures and soap and towel dispensers	Daily or as needed to keep required locations clear of debris and sanitized
	Remove gum, hair and other foreign substances from floor surfaces mop and disinfect floors	Daily or as needed to keep required locations clear of debris and sanitized
	Fill all toilet paper, paper towel, seat covers and soap Dispensers	Check daily and maintain products level for proper sanitation
4.	Parking Garage	
	Police and treat with absorbent the parking spaces for oils and fluids	Treat as observed. Remove and properly dispose of debris and hazards
	Clean all levels of parking garage with mechanical sweeper	Monthly or as needed to clear locations of debris and marks
	Remove gum, hair, oil stains and other foreign substances from concrete surfaces with hot water at 180F	Monthly or as needed to clear locations of debris and marks. Entire garage shall be hot water clean annually.

EXHIBIT B

Custodial Specifications

Contractor is required to provide a schedule of services by 30 days of the start of contract and quarterly at anniversary of contract

5.	Parking lots and Driveways Clean fluid stains with pressure washer, recover and dispose through environmentally approved method.	Every 2 weeks and as needed to remove stains
6.	Floor Care -Carpets Steam clean with commercial cleaning equipment.	Annually- 12 Months apart and as needed when stained/soiled
7.	Floor Care-Vinyl Strip, seal and wax all Vinyl tiled floors.	Semi Annually- 6 Months Apart and as needed
8.	Walls- Removal of dust, debris, and foreign mater. Care to be taken not to damage wall coverings or impact electrical or mechanical devices.	Semi Annually- 6 months apart and as needed
9.	Window Washing	
	Wash the exterior windows	As requested
	Wash the interior windows	Annually
	Spot clean interior windows and glass on floors with glass doors, interior windows, inside elevators and at building entrances	Daily or as needed

EXHIBIT C
Sample Chart of Accounts

Account #	Account Name
50045	Building Engineer Salaries
51151	HVAC Contracts
51152	HVAC Supplies/Parts/Equip.
51153	HVAC Repairs
51551	Electrical Repairs & Maintenance
51553	Electrical Supplies/Parts/Equipment
51552	Bulbs and Ballasts
51201	Elevator Contract
51202	Elevator Repairs & Maintenance
51501	Plumbing Repairs & Maintenance
51502	Plumbing Supplies/Parts/Equipment
51517	Backflow Testing/Repairs
51649	GB Repairs - Other
51619	Building Rep-Glass Rep/Repl
51351	Roof-Repairs
51913	Signs and Directories
51903	Exterminating
51914	Keys and Locks
51610	Metal Refinishing
51601	Painting
51620	General Building Supplies
51908	Maintenance Uniforms
51110	Life Safety Systems
53110	Management Fees
50010	Prop Mgt Sal-Oper
52030	Office Supplies
52040	Postage and Related
52050	Telephones