



City of Phoenix

REQUEST FOR PROPOSAL
PTD25-002
TRANSIT FACILITIES MAINTENANCE

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

City of Phoenix
REQUEST FOR PROPOSAL
PTD25-002
Transit Facilities Maintenance

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Submittals:

- A - Submittal – PTD25-002 Price Proposal
- B – Submittal – Costs and Payments
- C - Submittal – 24 Hours Emergency Contact
- D - Submittal - References
- E – Submittal - Conflict of Interest and Transparency
- F – Submittal – Financial Responsibility Questionnaire
- G – Submittal – Addenda Certification
- H – Submittal – Offer Page
- I - Submittal – Acceptance Form

Exhibits:

- A – Exhibit – North Transit Facility Site Plan
- B – Exhibit – South Transit Facility Site Plan 1
- C – Exhibit – South Transit Facility Site Plan 2
- D – Exhibit – South Transit Facility Upgrades to Site Plan

- E - Exhibit – West Transit Facility Site Plan
- F - Exhibit – Public Transit Headquarters Site Plan
- G - Exhibit – Ed Pastor Transit Center Site Plan
- H - Exhibit – Desert Sky Mall Transit Center Site Plan
- I - Exhibit – Paradise Valley Transit Center Site Plan
- J - Exhibit – Sunnyslope Transit Center Site Plan
- K – Exhibit – 79th Avenue Park-and-Ride Site Plan
- L - Exhibit – 40th Street Pecos Park-and-Ride Site Plan
- M - Exhibit – 27th Avenue and Baseline Park-and-Ride Site Plan
- N - Exhibit – Shea and SR51 Park-and-Ride Site Plan
- O - Exhibit – Bell Road and SR51 Park-and-Ride Site Plan
- P - Exhibit – Happy Valley Park-and-Ride Site Plan
- Q - Exhibit – Bell Road and I-17 Park-and-Ride Site Plan
- R - Exhibit – 24th Street and Baseline Park-and-Ride Site Plan
- S - Exhibit – Facility Asset Inventory
- T -- Exhibit – Public Transit Hazardous Building Materials Program
- U - Exhibit – Facility Damage Incident Report
- V - Exhibit – 302 Building Chart of Accounts
- W - Exhibit – Security, Access, Controls and Badging Information
- X - Exhibit – Technology and Telecommunications Requirements
- Y – Exhibit – Hazardous Building Materials Policy

1. Introduction

1.1. Summary

The City of Phoenix Public Transit Department (CITY) invites sealed offers from qualified proposers for the provision of facilities maintenance services for CITY-owned transit properties, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

1.2. Contact Information

Judson Hathaway

Contracts Specialist II

302 N. 1st Avenue

Phoenix, AZ 85003

Email: ptdprocurement@phoenix.gov

Phone: (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 at (602) 534-6143/Voice or 711/TTY, or ptdprocurement@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	January 17, 2025
Pre-Offer Conference	January 24, 2025, 10:00 am (MST) Conference to be conducted via WebEx by appointment only. RSVP via email to ptdprocurement@phoenix.gov required by January 23, 5:00 PM (MST)
Written Inquiries Due Date	January 31, 2025, 2:00pm (MST)

Offer Due Date and Submittal Location	February 14, 2025, 2:00pm MST City of Phoenix, Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003
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2. Instructions

2.1. Description – Statement of Need

The City of Phoenix (City) invites sealed offers from qualified proposers for the provision of facilities maintenance services for city-owned transit properties, in accordance with the specifications and provisions contained herein, 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 one of the following ways:

- 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 and Staff/Support Services (Technical Proposal Tab 1)	400 pts
Evaluation Criteria #2 - Qualifications and Experience (Technical Proposal Tab 2)	200 pts
Evaluation Criteria #3 - Tracking and Reporting Capabilities (Technical Proposal Tab 3)	200 pts
Evaluation Criteria #4 - Price (Price Proposal) - Attachment A	200 pts

2.16 Minimum Qualifications

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

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

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 Facilities Maintenance Contractor (FMC) will provide complete facilities maintenance services for Public Transit facilities, which include three operating garages, one office building, four transit centers, and eight park-and-ride locations. The operating garages and office building are high-usage sites and shall be serviced on a routine schedule, which shall be designated as Tier 1. The remaining locations shall be serviced semi-annually and designated as Tier 2. Transit locations not listed shall be maintained and repaired under “Additional Services”.

3.2. DEFINITIONS

In this Scope of Work, the following abbreviations are defined as follows:

CMMS	Computerized Maintenance Management System
FMC	Facilities Maintenance Contractor
FMM	Facilities Maintenance Manager
FSC	Facilities Service Coordinator
NTF	North Transit Facility
PM	Preventative Maintenance
PMC	Property Management Contractor
STF	South Transit Facility
TOC	Transit Operations Contractor
WTF	West Transit Facility

3.3. SITE DESCRIPTIONS

3.3.1 North Transit Facility (Tier 1)

The North Transit Facility (NTF) is located at 2010 West Desert Cove Avenue, Phoenix, Arizona. This facility was designed and sized for the maintenance and operation of a fleet of 132 buses, not including support vehicles. The site was originally constructed in 1981 and has gone through numerous upgrades and renovations with the latest in July 2013 encompassing various elements throughout the site.

The site includes an operation and maintenance building, service and fueling areas, vehicle washing building, and three parking areas. The facility has four separate automated gated driveway entrances for buses, employees, and visitor parking accessed from Desert Cove Avenue. A site plan of the facility is provided as Exhibit A – North Transit Facility Site Plan.

- 3.3.1.1. FMC Space Allocation – FMC will be allocated office and workspace for its employees as allowed by designated space through the CITY.
- 3.3.1.2. Furniture – FMC will be responsible for providing furniture for its employees

- 3.3.1.3. Electric, voice and data – The facility is equipped with electrical outlets based on the space plan. FMC will be responsible for providing any additional outlets, wiring, or cables needed for electric, voice and data. FMC shall be responsible for providing the necessary communication systems required for work at the facility. Installation of new cables must be coordinated with CITY staff.
- 3.3.1.4. Employee/Visitor Parking – The employee/visitor parking area will accommodate 233 vehicles with seven reserved ADA accessible spaces. The employee parking area is accessed through a controlled gate. The visitor parking is accessed prior to the controlled gate on the south of the parking area. Personal vehicles shall be parked only in areas designated for employee or visitor parking.
- 3.3.1.5. Vehicle Parking – The parking area will accommodate 132 buses and 9 support vehicles, all under lighted canopies.
- 3.3.1.6. Operations Building – The operations and maintenance areas are joined to form one 36,535 sq. ft. building. The operations/administration area of the building includes approximately 11,000 sq. ft. on the first-floor and 7,115 sq. ft. on the second floor. The building includes space for bus operator locker rooms and personnel spaces, dispatch and training offices, telecommunications/IT server rooms, a lobby, an elevator, and space for CITY personnel.
- 3.3.1.7. Maintenance Building – The maintenance area includes a 17,200 sq. ft. shop with 11 maintenance bays; nine for general service, one for tire changing and one for the steam cleaning of vehicles. The maintenance area also includes in-ground and mobile column bus lifts, component shops, space for maintenance administration, parts storage, mechanic locker rooms and personnel spaces. Neither body work (body filler, sealers, etc. with volatile organic compounds, sealers, sanding, etc.) nor painting is allowed in the maintenance facility. Adjacent to the Maintenance Building is a 500 sq. ft. stand-alone Facility Maintenance Shop.
- 3.3.1.8. Fueling and Service Area – The fueling area consists of a 4,000 sq.ft. fueling building, bus fueling and cleaning lanes, and fuel storage. The fueling building includes space for service personnel, as well as bus cleaning and servicing supplies and equipment. The multiple fueling lanes are equipped with three Liquid Natural Gas (LNG) dispensers, three Compressed Natural Gas (CNG) dispensers, two diesel dispensers and one unleaded gasoline dispenser. Fuel storage area consists of two 20,000-gallon underground diesel storage tanks; one 2,500 gallon underground unleaded gasoline storage tank; two 20,000-gallon above-ground LNG storage tanks with a CNG conversion station; and related pumps, piping and controls and equipment.

- 3.3.1.9. Washing and Inspection Building – North of the fueling and cleaning area is the washing/inspection building. The washing/inspection area consists of one bus washing bay and one bus inspection bay. The transit operating contractor (TOC) is responsible for providing all detergents and additives consumables (e.g. soap and salt) for the bus wash system.

3.3.2 South Transit Facility (Tier 1)

The South Transit Facility (STF) is located at 2225 West Lower Buckeye Road, Phoenix, Arizona. The site includes an operation and maintenance building, service and fueling areas, vehicle washing facilities, and three parking areas. A site plan of the facility is provided as Exhibits B and C – South Transit Facility Site Plan. The facility is located south of Lower Buckeye Road on 22nd Avenue. The facility was designed and sized for the maintenance and operation of a fleet of 220 buses and 30 support vehicles. Currently the facility has two entrance driveways. The main drives for buses, support vehicles, employees, and visitors are located on 22nd Avenue south of Lower Buckeye Road.

The site main structure was built in 1983 and has gone through numerous upgrades and expansions. The STF recently received a site-wide refurbishment that was completed in 2018.

- 3.3.2.1 FMC Space Allocation – FMC will be allocated office and workspace to its employees as allowed by designated space through the CITY.
- 3.3.2.2 Furniture – FMC will be responsible for providing furniture for its employees.
- 3.3.2.3 Electric, voice, and data – The facility is equipped with electrical outlets based on the space plan. FMC will be responsible for providing any additional outlets, wiring, or cables needed for electric, voice and data. FMC shall be responsible for providing the necessary communication systems required for work at the facility. Installation of new cables must be coordinated with CITY staff.
- 3.3.2.4 Employee/Visitor Parking – The employee/visitor parking area will accommodate 305 vehicles, including 12 reserved ADA and 21 motorcycle and bicycle spaces. The employee/visitor parking area accesses the main facility property through a controlled access gate. Employees will be issued access cards; visitors are given access after pressing an alert button and speaking with security staff through the facility's camera and intercom system. Personal vehicles shall be parked only in areas designated for employee or visitor parking.
- 3.3.2.5. Vehicle Parking – Six lighted canopies provide shelter for 220 buses located on facility property.
- 3.3.2.6. Operations Building – The operations and maintenance areas are joined to form one 87,000 sq. ft. building. The operations/administration on the

west end of the building includes approximately 11,000 sq. ft. split between two floors. This section of the building includes an elevator, space for bus operator locker rooms and personnel spaces; dispatch and administration offices and houses the telecommunications/IT server room for the facility.

- 3.3.2.7. Maintenance Building – The maintenance area includes two levels and is 76,000 sq. ft. with 26 maintenance bays. The maintenance area also includes in-ground and mobile column bus lifts, component shops, two elevators, space for fleet maintenance administration, parts storage, mechanic locker rooms and personnel spaces. Included in this building is an office and a shop for FMC staff to maintain the facility. The upper level in this building includes an additional area for parts and a break room.
- 3.3.2.8. The Administration Building includes two levels of office and training conference room space. The first floor contains 9,000 sq. ft. of office space including three training rooms and one elevator. On the upper level is an additional 2,000 sq. ft. of office and meeting space.
- 3.3.2.9. The Security/Fare Collections Building is a 2,000 sq. ft. building that houses site security and fare collection.
- 3.3.2.10. Warehouse and Support Vehicle Shop Building– The warehouse and support vehicle shop are housed under one roof and includes over 9,500 sq. ft. of storage space and one office. The support vehicle shop located on the east end of the building consists of 3,500 sq. ft. of working space.
- 3.3.2.11. Fueling/Service and Tire Shop Area– The fueling area consists of a fueling building, bus fueling and cleaning lanes, fuel storage and tire shop with drive lane. The 8,842 sq.ft. fueling and tire shop buildings include space for service personnel, bus cleaning and servicing supplies, equipment, and fluid service reels. The fueling area includes one fueling lane for unleaded and diesel, two fueling lanes for CNG, LNG and diesel and one CNG/LNG fueling lane adjacent to the LNG fuel storage island. Each lane has a fluid management system controller. Fuel storage area currently consists of two 20,000-gallon underground diesel storage tanks; one 4,000 gallon underground unleaded gasoline storage tank; two 30,000 gallon and one 35,000 gallon above-ground liquefied natural gas storage tanks; a CNG conversion system with six 1,000 gallon compressed natural gas storage tanks; four under-ground motor oil storage tanks and two underground antifreeze storage tanks; as well as related pumps, piping and controls and equipment. The tire shop has storage and staging for tire repair and mounting. Adjacent to the tire shop is a covered drive bay accompanied with a ground lift to support the bus fleet.
- 3.3.2.12. Bus Wash Building—Just west of the fueling and cleaning area is the 5,185 sq ft bus wash building, which consists of two bus wash bays.

3.3.3 West Transit Facility (Tier 1)

The West Transit Facility (WTF) is located at 405 North 79th Avenue, Phoenix, Arizona. A site plan of the facility is provided as Exhibit E – West Transit Facility Site Plan. The facility was designed and sized for the maintenance and operation of a fleet of 250 buses, not including support vehicles. The facility has two entrances off of 79th Avenue, and an emergency entrance off Van Buren Street. The southernmost entrance off 79th Avenue is for facility employees and visitors. The northernmost entrance off 79th Avenue is for buses, support vehicles, and deliveries. This complex was completed in November 2007.

- 3.3.3.1. FMC Space Allocation – FMC will be allocated office and workspace to its employees as allowed by designated space through the CITY.
- 3.3.3.2. Furniture – FMC will be responsible for providing furniture for its employees.
- 3.3.3.3. Electric, voice and data – The facility is equipped with electrical outlets based on the space plan. FMC will be responsible for providing any additional outlets, wiring, or cables needed for electric, voice and data. FMC shall be responsible for providing the necessary communication systems required for work at the facility. Installation of new cables shall be coordinated with the CITY.
- 3.3.3.4. Employee/Visitor Parking – At the western entrance of the property there are three parking lots. The first parking area upon entry has 17 visitor parking spaces and a drop off area for employees. The northern parking lot is adjacent to the operations and administration building and will accommodate 228 employee vehicles. The southern parking lot is adjacent to the maintenance building and will accommodate 139 employee vehicles. All three parking areas have designated parking for persons with disabilities. All three parking lots have lighted shade canopies. The two employee parking lots are accessible only via the access control system.
- 3.3.3.5. Vehicle parking – The primary and largest section is designated for bus vehicle parking, with a total capacity of 250 spaces allocated for specific vehicles. Each parking space is equipped with lighted shade canopies. Additionally, parking for support vehicles is located in various sections throughout the site.
- 3.3.3.6. Maintenance Building – This building is equipped with 22 maintenance bays, in-ground and mobile column bus lifts, service pits, fluid service tanks, component shops, maintenance administration, parts storage, mechanic locker rooms and personnel spaces, and facility maintenance shop. The building totals 97,660 sq. ft.
- 3.3.3.7. Administration Building – The building includes space for bus operator locker rooms and personnel spaces, dispatch, training, offices,

telecommunications/IT server rooms, lobby, and CITY personnel. The building totals 19,960 sq. ft.

- 3.3.3.8. Fueling and Service Area—This area is comprised of a fueling building, fueling, and cleaning bus lanes, and fuel storage. The fueling building includes space for fueling personnel, bus cleaning and servicing supplies and equipment, and fare collection. The fueling area is comprised of four fueling, cleaning, and servicing lanes. Each lane is equipped with a diesel dispenser, a liquefied natural gas dispenser, compressed natural gas dispenser, bus vacuum station; fluids, related tanks, service reels, and fluid management system controller. The fuel storage area is comprised of three 20,000-gallon underground diesel storage tanks, one 10,000 gallon underground unleaded gasoline storage tank, three 10,000 scf compressed natural gas storage tank system, two 30,000 gallon above ground liquefied natural gas storage tanks, and related pumps, piping, and controls equipment. The fueling building and canopied fueling area total 10,115 sq.ft.
- 3.3.3.9. Washing and Inspection Building –The washing/inspection area is comprised of two bus washer bays, two undercarriage chassis wash bays, one chassis dynamometer bay, one brake inspection bay, and a facilities maintenance shop. The washing/inspection area totals 10,536 sq.ft.

3.3.4 **302 Building – Public Transit Headquarters (Tier 1)**

The 302 Building is located at 302 North First Avenue, Phoenix, Arizona. A site plan is provided as Exhibit F – Public Transit Headquarters Site Plan. The building opened in 1989 and is 10 stories above ground (9 floors occupied, 10th floor is mechanical) and includes four elevators. The 107,948 square foot office building is on a 30,100 square foot lot.

- 3.3.4.1. FMC Space Allocation - Office space on level P-2 is available for use by FMC staff. Internet, telephone, and computer equipment shall be provided by FMC.
- 3.3.4.2. Parking Garage - Underground parking garage- 5 levels, 303 spaces; including designated ADA and electric vehicle parking. The parking garage operates on a paid basis for employees, tenants, and visitors. If FMC, its staff, or contractors choose to utilize the garage, they will be responsible for covering their own parking fees.
- 3.3.4.3 302 Building Energy Management - The energy demand and consumption of the 302 Building will be routinely monitored to identify opportunities to reduce energy use and cost. Whenever the ongoing inspections reveal an abnormal demand or consumption, the building systems and controls will be inspected to establish corrective action. Areas of review shall include but are not limited to water management

and electrical use peak control. FMC will provide meter readings monthly of tenant power consumption to Property Management Contractor (PMC) for processing. In some instances, FMC may be required to provide after-hours heating, air- conditioning, and lighting to specific areas requested. Certain tenants may have specific rooms that require cooling at all times. FMC will maintain electricity for supplemental air conditioning units to ensure after hour cooling for specific areas and associated electronic equipment.

3.3.4.4. 302 Building Chilled Water System - In addition to Section 5.6.2, FMC shall provide a comprehensive care program for water cooled chillers, cooling towers, pumps, and related systems to ensure the best efficiency while preventing corrosion or damage. Care includes regular and preventative maintenance, inspection, and water treatment.

3.3.4.5. 302 Building Cost Tracking and Reporting - Common area costs of maintenance for the complex are shared with all tenant groups and shall be made available for review. Monthly operating cost expenditures generated by the FMC for the 302 Building shall be broken down and recorded using the Chart of Accounts as provided in Exhibit (V). The expense report will be provided to the PMC and City for reconciliation by the 10th of the following month.

3.3.4.6. 302 Building Staffing Requirement - FMC must assign a Chief Building Engineer and Building Engineer to the 302 Building full time.

3.3.5. **Ed Pastor Transit Center (Tier 2)**

The Ed Pastor Transit Center is located at 10 West Broadway Road, Phoenix, Arizona. A site plan is provided as Exhibit G – Ed Pastor Transit Center Site Plan. The facility opened in February 2003 and includes a covered passenger seating platform, bicycle racks, parking spaces, site lighting, a 4,241 sq.ft. office building, public and private restrooms, drinking fountains, fire alarm system and landscaping. The office building houses security, police and Public Transit staff. The site provides fare media sales and security services.

No Contract Workers will have access to police-occupied areas without an escort by a police department employee.

3.3.6. **Desert Sky Mall Transit Center (Tier 2)**

The Desert Sky Mall Transit Center is located at 7887 West Thomas Road, Phoenix, Arizona. A site plan is provided as Exhibit H – Desert Sky Mall Transit Center Site Plan. The facility opened December 2015 and includes a 30,000 sq. ft. covered passenger seating platform, bicycle racks, shaded parking, site, and canopy lighting, a 1,624 sq.ft. security office building with private restroom and a separate private restroom for TOC personnel, solar power system, fire sprinkler and alarm system, drinking fountains and landscaping.

3.3.7. Paradise Valley Mall Transit Center (Tier 2)

The Paradise Valley Mall Transit Center is located at 4623 East Paradise Village Parkway North, Phoenix, Arizona. A site plan is provided as Exhibit I – Paradise Valley Mall Transit Center Site Plan. The facility opened February 1991 and includes shaded passenger seating, drinking fountains, a 160 sq.ft. private restroom and utility room, bicycle racks, site lighting and landscaping. This property is leased by the City of Phoenix.

3.3.8. Sunnyslope Transit Center (Tier 2)

The Sunnyslope Transit Center is located at 8927 North 3rd Street, Phoenix, Arizona. A site plan is provided as Exhibit J – Sunnyslope Transit Center Site Plan. The facility opened in 1989 and includes shaded passenger seating, a shared 219 sq. ft. security and fare media sales office building, shaded parking, private restroom, bicycle racks, site and canopy lighting, drinking fountains, alarm system and landscaping. The site provides fare media sales and security services.

3.3.9. 79th Avenue/I-10 Park-and-Ride (Tier 2)

The 79th Avenue Park-and-Ride is located at 7805 West McDowell Road, Phoenix, Arizona. A site plan is provided as Exhibit K – 79th Ave Park-and-Ride Site Plan. The facility was built in 2007 and includes shaded passenger seating, shaded parking, a 320 sq. ft. security office building, alarm system, bicycle racks, drinking fountains, private restroom, site and canopy lighting, and landscaping.

3.3.10. 40th Street/Pecos Road Park-and-Ride (Tier 2)

The 40th Street and Pecos Park-and-Ride is located at 17010 South 40th Street, Phoenix, Arizona. A site plan is provided as Exhibit L – Pecos Park-and-Ride Site Plan. The facility was built in 2003 and includes shaded passenger seating, bicycle racks, shaded parking, site and canopy lighting, a 243 sq. ft. security office building, private restroom, alarm system, solar power system, drinking fountains and landscaping. The facility was expanded in 2009 with 500 additional shaded parking spaces.

3.3.11. 27th Avenue/Baseline Road Park-and-Ride (Tier 2)

The 27th Avenue and Baseline Park-and-Ride is located at 2727 West Baseline Road, Phoenix, Arizona. A site plan is provided as Exhibit M – 27th Ave & Baseline Park-and-Ride Site Plan. The facility was built in 2012 and includes shaded passenger seating, shaded parking, a 196 sq. ft. security office building, alarm system, private restroom, site and canopy lighting, solar power system, drinking fountains, bicycle racks and landscaping.

3.3.12. Shea Boulevard/SR51 Park-and-Ride (Tier 2)

The Shea Boulevard and SR-51 Park-and-Ride is located at 10203 North 32nd Street, Phoenix, Arizona. A site plan is provided as Exhibit N – Shea & SR51 Park-and-Ride Site Plan. The facility was built in 1997 and expanded in 2002 and includes shaded passenger seating, shaded parking, a 243 sq. ft. security office building, alarm system, private restroom, site, and canopy lighting, drinking fountains, bicycle racks, and landscape.

3.3.13. Bell Road/SR51 Park-and-Ride (Tier 2)

The Bell Road and SR-51 Park-and-Ride is located at 3535 East Bell Road, Phoenix, Arizona. A site plan is provided as Exhibit O – Bell Road & SR 51 Park-and-Ride Site Plan. The facility was built in 2003 and includes shaded passenger seating, shaded parking, a 243 sq. ft. security office building, alarm system, private restroom, site and canopy lighting, bicycle racks, drinking fountains and landscaping.

3.3.14. Happy Valley Road Park-and-Ride (Tier 2)

The Happy Valley Road Park-and-Ride is located at 24725 North 29th Avenue, Phoenix, Arizona. A site plan is provided as Exhibit P – Happy Valley Park-and-Ride Site Plan. The facility was built in 2011 and includes shaded passenger seating, shaded parking, a 243 sq. ft. security office building, alarm system, private restroom, site and canopy lighting, solar power system, bicycle racks, drinking fountains and landscaping. This property is leased by the CITY.

3.3.15. Bell Road/I17 Park-and-Ride (Tier 2)

The Bell Road and I-17 Park-and-Ride is located at 16808 North Black Canyon Highway, Phoenix, Arizona. A site plan is provided as Exhibit Q – Bell Road & I-17 Park-and-Ride Site Plan. The facility was built in 2000 and includes shaded passenger seating, shaded parking, a 243 sq. ft. security office building, alarm system, private restroom, site and canopy lighting, bicycle racks, drinking fountains and landscaping.

3.3.16. 24th Street/Baseline Road Park-and-Ride (Tier 2)

The 24th Street and Baseline Park and Ride is located at 7415 South 24th Street, Phoenix, Arizona. A site plan is provided as Exhibit R – 24th Street Park-and-Ride Site Plan. The facility was built in 2015 and includes shaded passenger seating, shaded parking, a 255 sq. ft. security office building, alarm system, private restroom, site and canopy lighting, solar power system, bicycle racks, drinking fountains, and landscaping.

3.4. GENERAL REQUIREMENTS

Repairs and Maintenance - FMC shall be responsible for promptly scheduling, supervising, and tracking all repairs, replacements and required maintenance to the facilities, systems, components, and all CITY-owned and CITY-provided equipment at the sites and as required in this RFP. A general list of CITY owned equipment for each transit facility is provided in the RFP exhibits. The list contains the majority of CITY equipment at each site but may not be all inclusive of every element. The CITY reserves the right to add or remove equipment as needed to enhance the operation at any facility. The inventory lists are provided in Exhibit S – Facility Asset Inventory.

3.5. SERVICE OVERVIEW

A general overview of the services to be provided by FMC is outlined below. While this is not all inclusive, it should serve as a basic understanding of the extent of the services requested. This outline should also serve to provide a basis for fee structure and pricing. This contract is for facility maintenance services only and does not include any construction management services;

however, FMC will be expected to provide consultation, support, warranty tracking and remediation for facility maintenance repairs undertaken by the CITY.

3.5.1. Contractor Responsibilities and Requirements

- 3.5.1.1. FMC will be responsible for the maintenance of the facilities, ensuring that all necessary actions are taken for the proper operation and upkeep of the facilities, buildings, attachments, and designated equipment. This responsibility is subject to: 1) the budgets, policies, and procedures of the CITY; and 2) all applicable laws, codes, permits, and regulations. FMC will maintain all equipment in accordance with industry standards and best practices, as well as the guidelines established by the Original Equipment Manufacturer (OEM). In instances where OEM guidelines are not available, FMC will establish its own guidelines based on best practices and industry standards.
- 3.5.1.2. Every effort must be made to complete repairs in a timely manner. FMC shall notify the CITY for any repairs requiring extended time (more than seven days) due to parts procurement or any service impacting or potentially impacting service/operational activity for any one site.
- 3.5.1.3. FMC shall be responsible, for all preventative maintenance and related repairs required for the transit facilities listed in this Scope of Work. Equipment repair parts (excluding labor) costing \$1,500 or less per incident shall be considered inclusive to the contract and provided at no additional cost to the CITY. FMC shall be responsible for covering the repair costs of any damages exceeding \$1,500 that result from lack of maintenance, negligence, carelessness, or accidents caused by FMC staff, with no expense incurred by the CITY.
- 3.5.1.4. All preventive maintenance supplies such as, but not limited to, rubber goods, light bulbs, filters, lubricants, bearings, paint, fasteners, media, and all products to maintain or improve the condition of the facilities and equipment are included in the contracted maintenance management fee.
- 3.5.1.5. Except for pre-arranged work approved by the CITY, FMC is responsible, for all labor (technicians, subcontractors, general labor, supervision, administration, and any members used for the administration of the contract) for the transit facilities, including "Additional Services" as referenced in Section 3.17
- 3.5.1.6. FMC shall have at all times, a sufficient number of capable, qualified, and licensed (by local, state, and federal requirements) employees and all necessary equipment to properly, adequately, safely and economically manage and maintain the CITY facilities as required by the contract. All matters pertaining to the employment, supervision, administration, compensation, promotion, and discharge of employees of FMC or its

subcontractors are the responsibility of FMC. The CITY will in no way be liable to FMC or others for any negligent action or omission on the part of such employees. Qualified staff coverage is expected to meet the demands of the facilities operation and required maintenance for the facilities and related equipment. FMC shall provide a local emergency contact number for staff available 24 hours a day to respond to emergency calls. FMC is to provide a verbal response within 30 minutes and on-site service within two hours of notification.

- 3.5.1.7. FMC shall employ staff as necessary to fulfill its duties in accordance with the specifications of this contract FMC shall provide project management through a Facilities Maintenance Manager (FMM) assigned to the contract at a level and capability sufficient to oversee its functions and employees. The principal function of the FMM will be to oversee FMC's employees and vendors/subcontractors; and monitor operational activities associated with this contract.
- 3.5.1.8. The CITY reserves the right to review the qualifications of the FMM and may request in writing the removal of the FMM at its discretion at any time during the duration of the contract.
- 3.5.1.9. Should the FMM be unavailable to perform his/her duties, FMC will appoint a staff member temporarily to serve in his/her place. FMC will notify the CITY's Facilities Service Coordinator (FSC) whenever such substitution will occur, prior to the event. If FMM will be unavailable for more than two weeks, FMC shall provide a qualified FMM as a substitute, subject to CITY's written approval.
- 3.5.1.10. FMM assigned to this contract shall not be replaced without 90 calendar days advance written notice to the CITY, unless the departing employee does not provide FMC with such notice or the employee is removed for cause. Moreover, the CITY expects the FMM to remain in the position for a minimum of one year from the contract start date, unless they resign their employment with FMC.
- 3.5.1.11. FMC shall maintain an office in the Phoenix metropolitan area.
- 3.5.1.12. When required by the CITY, FMC shall act as liaison between the CITY, TOC, and PMC for services such as monitoring the site condition and general care and use of facility and related equipment. FMC is advised that any failure or negligence by FMC in performing day to day operations, maintenance, or replacement of critical building systems (i.e., HVAC, Air Systems, fuel/fluid systems, Electrical, Plumbing, Security, Roofing, Fire Life Safety Systems, etc.) may result in significant damage to the building, its occupants, and occupants' equipment, machinery, and information systems. As such, the CITY requires that FMC employ "best practices" in carrying out its duties and obligations. Failure to perform as required in contract may result in liquidated damages as allowed in Section 5.30.

- 3.5.1.13. FMC shall work collaboratively with the CITY to ensure the quality of facility maintenance services. This includes providing operational data, addressing feedback from TOC and PMC staff, and responding to specific requests for assistance or meetings as needed. FMC shall work cooperatively with the CITY in matters of assuring facility maintenance service quality, providing operational data, responding to comments from TOC and PMC staff and responding to specific requests for other assistance and meetings as the need arises.
- 3.5.1.14. FMC shall perform subcontractor monitoring by formal tracking and supervision.
- 3.5.1.15. FMC shall provide and maintain, during the entire period of the contract, staff, equipment, and tools sufficient in number, operational condition, and capacity to efficiently perform the work and render the services specified in this contract.
- 3.5.1.16. FMC vehicles must be maintained in good repair, appearance, and sanitary condition at all times. CITY reserves the right to inspect FMC vehicles at any time to ascertain said condition.
- 3.5.1.17. All vehicles used by FMC must be appropriately licensed and clearly identified with a vehicle number, the company, and phone number of the local office on each side of the equipment. The letters must be at least three inches high and of proportionate width, in distinctly contrasting color with the background, and shall be in plain view of the public. The CITY will not pay for travel to and from any site nor provide any vehicles, equipment, tools, etc. necessary for performing the work required by this contract.

3.6. FACILITIES TRADE ELEMENTS

This section outlines the general requirements and specifications for trade service elements used at the transit facilities.

3.6.1. **Electrical Systems**

Electrical systems shall be inspected annually, or sooner, if necessary, to ensure safety and reliability. FMC shall provide a comprehensive preventative maintenance program for all electrical system components. Where auxiliary power systems (APS), un-interruptible power systems (UPS), power conditioners and other specialized electrical systems exist, special operations and maintenance programs will be established to maximize their reliability. All electrical systems shall be maintained in a safe and secure manner following all local, state, and federal requirements and guidelines. Electrical switch gear inspection/service/testing shall be provided as recommended by the OEM.

- 3.6.1.1. Exterior Lighting – Proper exterior lighting is essential to the safety of our occupants and employees. Replacement of exterior lighting will be considered a priority and burned-out lights will be replaced within 24 hours. Exterior lighting will be regulated by a time clock or photocell to ensure operating efficiency. Lighting diffusers and lens will be cleaned during re-lamping and shall be maintained. All protective lamp guards shall be maintained as designed or required.
- 3.6.1.2. Interior Lighting – Lamps and ballasts in interior lighting fixtures, including task lighting, shall be replaced within two business days when one fixture is inoperable. If two or more adjacent lighting fixtures are inoperable, the request will be handled as a priority and responded to within 24 hours or as rapidly as needed to ensure safe working conditions. Lighting diffusers and lens will be cleaned during re-lamping and shall be maintained. All protective lamp guards and diffusers shall be maintained as designed or required.

3.6.2. Heating Ventilation and Air Conditioning

The transit facilities are composed of a variety of HVAC systems and are typically used year-round. Critical areas such as computer rooms shall be operated and maintained to ensure that the appropriate year-round temperature range (72°-75°) and air quality is consistently provided without interruption in all areas. System operating hours shall be 24 hours per day, seven days per week. Preventative maintenance will be performed to maximize the operating efficiency and life expectancy of all mechanical systems. A comprehensive preventive maintenance program shall be maintained by FMC for all mechanical system components and control systems.

3.6.3. Elevators

Elevators shall be maintained and adjusted regularly in accordance with the schedule established by State and local code, by qualified technicians to ensure their safety, reliability, operating efficiency, and longevity. FMC is responsible for providing emergency call out service 24 hours per day, seven days per week and to provide a current emergency contact number to the CITY. A total of 9 elevators are in service across three Transit locations.

3.6.4. Plumbing Systems

All water and natural gas piping, fuel/fluid system piping, pneumatic system piping, sanitary sewers, grease traps, interceptors and related, dry wells and all storm water systems, rain leaders, water coolers/drinking fountains, water heaters, water closets, lavatories, drains, vents and other plumbing fixtures will be maintained to ensure proper/compliant operation and a leak free condition. Fixtures shall be inspected and documented quarterly, seals and washers replaced as necessary to prevent drips and minor leaks. A comprehensive preventive maintenance and inspection program shall be maintained by FMC for all plumbing system components. All control and isolation valves shall be

exercised at a minimum of every six months. The TOC is responsible for removal of waste/used fluid products generated by their operation.

3.6.5. Fluid/Fuel Maintenance Systems

Given the critical nature of the fueling systems at all locations for maintaining service continuity, the following guidelines will be integrated by FMC into the service contracts for all fueling station maintenance services across the transit facilities included in this contract. As the fueling systems at all our sites are critical to ensure service, the following guideline shall be incorporated by FMC into the service contract provided for all fueling station maintenance service to all transit facilities in this scope of work. Transit will be adding electric charging and hydrogen fueling stations during the term of this contract.

- 3.6.5.1. General – FMC shall provide all maintenance (preventative and corrective) as required to keep the facilities fully functional which shall include all labor, consumables, repair, rebuild and replacement costs. FMC shall provide all preventative maintenance (PM) and corrective maintenance for all facilities by experienced and qualified personnel. PM shall include all weekly, monthly and annual service as required and recommended by the manufacturers of the systems and components associated with operation and maintenance of the facility. FMC shall provide the CITY with a schedule of all planned PM activities and shall ensure that all such activities do not interfere with regular bus operations. Corrective maintenance includes the replacement of any parts needed with OEM or equivalent equipment to keep the system operational. FMC's technician must be fully equipped with hand tools and specialty tools. FMC must locally stock spare parts and provide all necessary components for repair, rebuild or replacement tasks. An inventory shall be provided for review upon request. All consumables are to be covered under the contract.
- 3.6.5.2. Exceptions – The only costs associated with maintenance and operation of the facilities that are not the responsibility of FMC are those related to damage, neglect or misuse not caused or controlled by FMC. If these events occur, the CITY will pay for labor and materials as indicated in the contract pricing for "Additional Services."
- 3.6.5.3. Timing of PM Service – FMC shall perform PM services as required to ensure the specified fueling performance. FMC may perform scheduled and unscheduled maintenance and repairs at its discretion, provided that facility's fueling function and vehicle-yard circulation are not impacted.
- 3.6.5.4. Cryogenic pumps – FMC is responsible for rebuilding the cryogenic pumps on a regular PM schedule.
- 3.6.5.5. Software – The right and license to use any software needed to operate and maintain the facilities shall be transferred to the CITY, along with all LNG/LCNG/Diesel/Unleaded Fueling Facility maintenance records and electronic records, programs, programing, and files upon termination of the contract or upon request.

- 3.6.5.6. **Critical Service – Critical-service problems** (which prevent bus fueling, disable a safety system, or cause a natural gas leak, fuel spill or that otherwise impact the ability of buses to meet scheduled rollout) must be responded to by FMC within two hours of notification, and successful repairs performed within four hours. Liquidated damages of \$250 per incident will apply if this response time is not met. Response is defined as a qualified repair person on site with all necessary tools and supplies required to begin work to make the repair.
- 3.6.5.7. **Non-Critical Service - Non-critical service problems** (those which do not meet the criteria of critical service problems, specified in the section above, or that otherwise do not impact the ability of buses to meet scheduled rollout) must be responded to by FMC within four hours of notification, and successful repairs performed within 24 hours. Liquidated damages of \$250 per incident will apply if this response time is not met.

3.7. BUILDING FIRE SAFETY AND SPECIAL SYSTEMS

3.7.1. **Specialty Fire Suppression/Detection/Notification Systems**

Where methane and other specialized fire protection systems exist, FMC shall adhere to special operating and maintenance procedures in accordance with OEM, local and national code to ensure their safety and reliability. Fire sprinkler systems and all related components shall be inspected, serviced, and tested by FMC in an environmentally safe manner in accordance with local, state, and national codes to ensure their reliability.

3.7.2. **Fire Drills/Life Safety Programs and Testing**

FMC shall coordinate and schedule with the TOC and PMC semi-annual fire/life safety drills and testing in accordance with the Facility Emergency Response Plan (FERP) for the facilities. FMC will conduct debriefings with TOC and PMC staff upon completion of drills. Feedback from debriefings will be used for the purpose of service improvements.

3.7.3. **Fire Alarm Systems Maintenance**

All fire alarm systems (wet, smoke and methane detection systems) and components, including panels, enunciators, smoke and heat detectors will be inspected and tested by FMC semi-annually. Due to the use of liquid natural gas at the three transit facilities, methane leak detection is used. Control systems for these safety units tie into site exhaust units and require special attention, care, calibration and certification. A comprehensive preventative maintenance program shall be implemented and followed for all fire alarm system components. FMC is responsible for Fire Department charges created by false alarms caused by equipment failure.

3.7.4. **Emergency Lighting**

FMC is to ensure all emergency lighting is operational when needed. FMC shall

develop and maintain a comprehensive industry standard or better preventative maintenance program to maintain all emergency lights and ensure operation. FMC shall test all emergency lighting monthly to ensure operability.

3.7.5. Fire Extinguishers

FMC is to ensure all fire extinguishers remain operational when needed. FMC shall develop and implement a comprehensive industry standard or better preventative maintenance and tracking program to inspect, place and service all fire extinguishers as required by local, state, OSHA, and other federal requirements/ guidelines.

3.7.6. Facilities Communication Systems

FMC shall maintain any Public Address systems currently located at the sites. Often these systems support warning and communication during emergency equipment testing and general staff notification.

3.8. INTERIOR AND EXTERIOR BUILDING REPAIRS

Roof Inspections/Repairs

All roofs shall be inspected and maintained at least every three months for debris and potential problems or immediately after storm incidents. Documentation shall be provided by FMC in the monthly report. All repairs are to be performed by a qualified technician appropriate for the type of roof serviced. FMC will conduct an annual formalized inspection to determine current condition and proper maintenance. FMC shall use a comprehensive industry standard or better preventative maintenance program to maintain all roofs.

3.9. Painting

3.9.1. Exterior Painting and Sealing Surfaces

FMC shall maintain the building exterior façade in a clean and acceptable appearance. All sites shall remain free of graffiti at all times. FMC shall repaint painted surfaces by using the appropriate product and process on a pre-scheduled and regular basis, as established in the Facilities Maintenance Plan, maintaining a clean, uniform surface free of peeling and stains. FMC shall maintain expansion joints and other pliable seals and the appropriate products and processes applied as to prevent weather infiltration. FMC shall treat all exposed surfaces with an approved method for corrosion control and shall maintain reflective safety striping as needed.

3.9.2. Interior Painting/Wall Covering

Routine janitorial service provided by the TOC and PMC shall clean soiling from interior painted surfaces or wall covering to provide a clean and stain free appearance. FMC shall be responsible for interim painting to maintain a clean and

unstained appearance which will be determined by the CITY during building inspections.

3.10. HARDWARE AND LOCK SYSTEMS

FMC shall provide, in a timely manner, service for malfunctioning locks and hardware support. FMC shall determine if a repair/replacement is needed as such repairs/replacements shall be performed by the CITY locksmith or FMC at CITY'S discretion.

3.11. EMERGENCY REPAIRS

FMC shall immediately arrange for and supervise emergency repairs that: involve mitigation or manifest danger to life or the facilities; are immediately necessary for the preservation of the safety of the facilities or for the safety of its occupants; and/or are required to avoid the suspension of any necessary service to the facilities. FMC shall provide a current on-call contact number for staff available 24 hours a day to respond to emergency calls. FMC is to provide a verbal response within 30 minutes of notification and on-site service within two hours of notification.

3.11.1. Emergency Support

When FMC staff is unavailable and the repair is immediate in nature, creates an unsafe working condition, or affects the ability to conduct transit operations, the TOC may perform limited repairs to mitigate the emergency.

3.12. LANDSCAPING / IRRIGATION SYSTEMS

Landscape services will be provided by the CITY. As the facilities maintenance manager of the site, FMC shall respond to any irrigation leaks, damage or concerns impacting any of the site operations or CITY property and should immediately contact the FSC. To prevent property damage, FMC shall isolate the system. In cases of safety or egress restrictions, FMC may be asked to remove the landscape impacting the operation and perform emergency repairs as needed.

3.13. PEST CONTROL

Preventative and reactive pest control service shall be provided by FMC to maintain a pest free environment at all Tier 1 transit facilities.

3.14. UTILITIES

The TOC and PMC are responsible for the cost of utility services (electricity, gas, water, refuse and sewer). However, FMC shall make every effort to conserve resources when appropriate.

3.15. ENVIRONMENTAL MANAGEMENT – INTERIOR AND EXTERIOR

FMC shall comply with the procedures contained in the City of Phoenix Public Transit Department Hazardous Building Materials Program as outlined in Exhibit Y – Hazardous Building Materials Policy and Exhibit T – Hazardous Building Materials Program.

Asbestos Awareness Training. Contractor will ensure that the on-site property manager and on-site maintenance staff complete Asbestos Awareness Training (typically a 2-hour training class). The asbestos awareness training must meet all Environmental Protection Agency training requirements under the Asbestos Hazard Emergency Response Act (AHERA) [40CFR763.92(a)(2)(1)] for school and custodial and maintenance personnel and Occupational Safety and Health Act (OSHA) training requirements 29CFR1926.1101(k)(9)] for Class IV work. This is basic training for persons who may contact, but not disturb, asbestos containing materials, or who may clean up existing contamination. Contractor will ensure that the awareness training is provided to all new staff and this training is refreshed every three (3) years by a certified trainer.

AHERA/OSHA Training. At least one (1) on-site staff member will have AHERA/OSHA Operation and Maintenance Class III training and certification. The training and certification must meet all Environmental Protection Agency training requirements under the Asbestos Hazard Emergency Response Act (AHERA) [40CFR763.92(a)(2)] and OSHA training requirements [29CFR1926.1101(k)(9)] for Class III work. This provides training on personal protection, special work practices, special cleaning, decontamination, waste management and typically a full day of hands-on activities. This training and certification allows Contractor to make small repairs to potentially asbestos containing materials within the existing laws and regulations. The Class III training and certification must be renewed annually.

The intent of the AHERA/OSHA Operation and Maintenance Class III training and certification is for property management on-site staff to facilitate critical repairs in a timely manner when asbestos containing materials may be or are present.

Exposure assessment while conducting OSHA Class III work is critical to protecting the worker. The Class III requirements require that the worker is fitted with the necessary personal protective equipment (including respirator) and wears a personal air monitor to assess the level of exposure. OSHA has regulatory standards for permissible exposure levels (PELs) for asbestos. The exposure assessment is a cumbersome process and does not facilitate repairs and maintenance. OSHA regulations allow for past exposure monitoring results from the disturbance of similar asbestos containing materials to be applied to current repairs and maintenance IF the personal exposure level monitoring was below the permissible exposure limit established by OSHA. Such personal monitoring when disturbing asbestos containing materials shows exposure levels below the PEL is called a Negative Exposure Assessment (NEA) in that the Class III asbestos work utilizing safe work practices did NOT expose the worker to asbestos levels exceeding the PEL. When applicable, refereed NEAs can be applied to the current work situation and less restrictive worker protections are necessary. For example, half-face respirators are not required and enclosures or glove bags are not required. However, safe work practices are still required. Negative Exposure Assessment protocol is NOT applicable for Class III work involving thermal systems insulation (TSI) and surfacing materials (popcorn ceiling, fireproofing on beams).

For City of Phoenix OSHA Class III maintenance and repair asbestos work, the following process applies:

- A. If the building material to be disturbed has been tested for asbestos and is negative, then no special Class III procedures need to be followed.

- B. If the building material to be disturbed has not been tested for asbestos, there are three options:
 - i. If the repair or maintenance is time sensitive and involves any of the following building materials and disturbance methods:
 1. Spray-on texture and scraping (does not include popcorn ceilings);
 2. Drywall system and nailing;
 3. Drywall system and screwing/anchoring;
 4. Drywall system and sawing;
 5. Vinyl Asbestos Tile (VAT)/mastic and chipping (applicable to all vinyl floor tile);
 6. Ceiling tile and cutting/scoring;
 7. Cove base and cutting/scoring;
 8. Troweled plaster and scraping; and/or
 9. Carpet and cutting.

Then the listed building materials can be disturbed using the Class III safe work methods utilizing the negative exposure assessment protocol. The City of Phoenix has conducted NEAs for the listed materials and they are applicable to the work conducted in the 302 Building.

The safe work practices include, for example, using wet methods prior to disturbance, isolating the work area as practical, using a nonpermeable drop cloth to collect debris, using wet methods to clean the area after disturbance, and bagging all waste materials in a 6-mil plastic bag and securing/labeling the bag. Once the work is complete, PTD staff would be responsible for the disposal of the waste material. No half-face respirator is necessary for this Class III work.

- ii. If the repair or maintenance is time sensitive and involves a building material other than those listed (concrete, CMU block, brick, etc.) then sampling would need to be conducted prior to making the repair; or
 - iii. If the repair or maintenance is time sensitive and involves a building material other than those listed, then a full OSHA Class III protocol would need to be followed (no Negative Exposure Assessment is available).

- C. If the building material to be disturbed has been tested for asbestos and is positive, there are two options for conducting the Class III work:
 - i. If the repair or maintenance involves any of the following asbestos containing building materials and disturbance methods:
 1. Spray-on texture and scraping (does not include popcorn ceilings);
 2. Drywall system and nailing;
 3. Drywall system and screwing/anchoring;
 4. Drywall system and sawing;
 5. Vinyl Asbestos Tile (VAT)/mastic and chipping (applicable to all floor tile);

6. Ceiling tile and cutting/scoring;
7. Cove base and cutting/scoring;
8. Troweled plaster and scraping; and/or
9. Carpet and cutting.

Then the listed building materials can be disturbed using the Class III safe work methods under the negative exposure assessment protocol. The City of Phoenix has conducted NEAs for the listed materials and they are applicable to the work conducted in the 302 Building.

The safe work practices include, for example, using wet methods prior to disturbance, isolating the work area as practical and feasible, using a nonpermeable drop cloth to collect debris, using wet methods to clean area after disturbance, and bagging all waste materials in a 6-mil plastic bag and securing/labeling the bag. Once the work is complete, PTD staff would be responsible for the disposal of the waste material.

- ii. If the repair or maintenance involves a building material other than those listed, then a full OSHA Class III protocol would need to be followed (no Negative Exposure Assessment is available).

The use of the Negative Exposure Assessments (for the listed materials) in conducting the Class III work for asbestos where the building materials have NOT been tested or have tested positive, allows for most of the time sensitive repairs and maintenance to be conducted at the 302 Building.

3.16. ACCOUNTING, RECORD KEEPING AND REPORTS

- 3.16.1. FMC shall maintain accurate books of account and records of transactions relating to each facility. The CITY reserves the right to inspect or audit any records at any time with or without notice. FMC shall provide all information and reports as required by the CITY and will permit access to books, records, accounts, other sources of information, and facilities as may be requested by CITY. Where any information is required or is in exclusive possession of another who fails or refuses to furnish this information, FMC shall so certify to the CITY and shall set forth what efforts it has made to obtain the information. All data gatherings and reporting shall conform to CITY requirements.

3.16.2. **Record Keeping and Maintenance Performance**

Record keeping shall include, but not limited to, the following:

3.16.2.1. Record Keeping – FMC shall keep and maintain records of the operation and maintenance of the facilities and related equipment, including copies of all maintenance contracts and agreements affecting the use and occupancy thereof.

3.16.2.2. Document Ownership – All facility and equipment service records and related documents shall be the property of the CITY; shall be available to the CITY or its designated representative, for examination, inspection, and audit; and shall 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 books, records and accounts shall be at the expense of FMC.

3.16.3. **Reports and Plans**

FMC shall provide to the CITY reports, invoices, records and documents relating to the facility and equipment maintenance and management as requested and approved by the CITY's FSC. These required deliverables are due the 10th day of the month following the completion of the service. All invoices shall include PO#, invoice #, site location and date. Additional deliverable reports, records and documents may be requested by CITY throughout the contract period. The primary deliverables are as follows:

- 3.16.3.1. Facility and Equipment Inspection Tier I Locations - This is a monthly site survey scheduled and conducted by FMC and the FSC (optional attendance by the FSC, FMC must notify the FSC of planned inspection) of facility and equipment condition and safety. This monthly inspection is used to aid FMC in quality assurance processes.
- 3.16.3.2. Facility and Equipment Inspection Tier II Locations - This is a site survey scheduled and conducted by FMC and the FSC (optional attendance by the FSC, FMC must notify the FSC of planned inspection) of facility and equipment condition and safety. This semiannual (2 times a year) inspection is used to aid FMC in quality assurance processes.
- 3.16.3.3. Annual Facility Inspection Report - This is a comprehensive site survey and sequential report of the condition of all facilities, current maintenance programs, and future capital improvement plans and recommendations. The site visits shall be scheduled and conducted by FMC and the FSC. The first review within 30 calendar days after start of the contract for each facility is a benchmark of current conditions and action plans forward. A report of the inspection findings will be required from FMC no later than 30 calendar days from the inspection. All future annual inspections shall be completed during the month of October and the report due in November.

The inspection team (FMC and FSC) will review the overall quality for each trade service provided to the facilities, evaluate the operating procedures, and identify capital improvements necessary to maintain and enhance the building's appearance, function and operating efficiency. This inspection will be the basis for establishing any changes in service levels, operating facilities maintenance budgets and capital costs for the following year. Operating and service deficiencies will be corrected in a timely manner. These inspections will be by the FSC to ensure that the facilities maintenance is conducted in accordance with CITY, FTA and best practices guidelines and requirements. FMC is responsible for ensuring full compliance with all applicable codes at each facility.

- 3.16.3.4. Preventative Maintenance Matrix – This is a matrix of all planned preventative maintenance tasks per piece of equipment or element per site and current status including FMC or FMC’s Subcontractor responsible for the service. FMC may use the CMMS to generate this matrix. Required frequency: Monthly, by the 10th of the following month.
- 3.16.3.5. Work Order Repair Summary – A report generally created through the CMMS of outstanding, current, and closed work orders. Summary should provide: site location, building location, trade, labor hours and short description. Required frequency: Monthly, by the 10th of the following month.
- 3.16.3.6. Facilities Maintenance Plan (FMP) – FMC shall develop and maintain a comprehensive plan with all elements and procedures, as required by this contract, for the facilities and equipment maintenance and administration. This plan will serve as the guide for the facilities maintenance process for FMC and its Subcontractor to meet required elements in this Scope of Work. This plan will be presented by FMC in a Microsoft Word or other CITY-accepted raw electronic format and approved by CITY management prior to implementing. FMP will serve as a guide to meet required FTA State of Good Repair maintenance guidelines and will aid the CITY in the measurements of production of FMC. As a supplement to the FMP, a complete list of equipment PM tasks will be required. FMC will develop PM plans as required to properly maintain equipment. Plans are based on OEM guidelines when available or industry best practices when not. The initial draft is due 60 calendar days after the start of contract and then annually each September thereafter.
- 3.16.3.7. Facilities Emergency Response Plan (FERP) – FMC shall develop a written and illustrated (mapped) emergency plan for emergency preparedness, disaster recovery, utility isolation and recovery of operational elements such as, but not limited to, electrical, water, safety systems, natural gas utilities and special systems including fueling, during an outage or site damage. This plan will work in conjunction with the TOC, PMC, and CITY plan for site and personnel safety. Required frequency: Initial draft due 60 calendar days after the contract start date and then annually each September thereafter.
- 3.16.3.8. Inventory Report – An inventory report of all CITY, FMC equipment and FMC Subcontractor equipment, at each site including current condition and life expectancy. Required frequency: First draft is due 60 calendar days after contract start date and then annually each September thereafter.
- 3.16.3.9. Fuel System – Report of Preventative and Corrective Maintenance - FMC shall submit to the CITY detailed records of all scheduled and

unscheduled maintenance and repairs performed on the facility. FMC shall submit maintenance records through the term of the contract, and shall include reports on any failures, accidents, and other significant events. Required frequency: 60 days after contract start date and then monthly by the 10th of the month thereafter.

3.17. ADDITIONAL SERVICES

All costs and repairs over \$1,500 that are not covered inclusively in the contract by preventive maintenance or other terms of the contract are considered an additional service cost and will be quoted, reviewed, and approved in writing by the FSC prior to processing.

3.17.1. **Non-City Equipment Installations and Accessories**

The TOC, tenants and PMC may, during the term of its contract, require installation of additional equipment, infrastructure signage, wall boards, and wall mounted shelves, etc. Installations may be performed through FMC. The TOC, tenants and PMC are responsible for servicing and maintaining all of its equipment. All work performed shall be conducted as required by code and any required CITY permits. All agreements of this nature shall only be authorized through approval by the FSC or designee.

3.17.2. **Competitive Bids**

Except for emergency repairs or as required by the CITY, FMC shall obtain at least three cost estimates from qualified suppliers and/or contractors for building expenditures over \$1,500. With regard to emergency repairs, once the immediate emergency is abated, the process for competitive procurement shall apply. For purchases of parts and materials less than \$1,500, FMC shall exercise reasonable discretion to ensure that prices are fair and reasonable.

3.17.3. **SBE Utilization**

The CITY extends to each individual, firm, vendor, supplier, contractor, and its Subcontractor an equal economic opportunity to compete for CITY business and encourages voluntary utilization of small businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

3.17.4. **Additional Services Administration Fee**

FMC may charge an Additional Services Administration Fee on in-house and subcontracted additional services. The Administration Fee (as a percent of cost) is used to defray the additional costs associated with soliciting, awarding, and administering additional service work

3.18. FMC EMPLOYEES AND SUBCONTRACTORS

3.18.1. **FMC Cleaning**

FMC will be responsible for cleaning areas where FMC staff and its contractors have performed service work and cleaning is needed. FMC staff shall ensure that all CITY-owned equipment under its maintenance is kept clean and free from excess oil, grease, dirt, debris, and other contaminants

3.18.2. **Staff Coordination and Cooperation**

The facilities are owned or leased by the CITY. Some facilities may have CITY staff, TOC staff, tenants and/or facilities maintenance staff occupying the site. FMC may work directly with the TOC and PMC after first notifying the FSC on facility maintenance issues including work status, scheduling, equipment downtime, etc. FMC shall coordinate with the TOC, tenants, and PMC to ensure facilities maintenance work is scheduled to minimize disruption and impact to transit operations. The TOC is responsible for making reasonable adjustments to its operations to accommodate necessary facilities maintenance work. FMC is responsible for communicating to the FSC any significant impacts and disruptions to its operations caused by issues, problems or required service with facility systems, components, or equipment.

FMM may be required to attend any or all transit facility stakeholder meetings, monthly contractor meetings, and other meetings at the CITY's request. These meetings involve CITY staff and/or TOC/PMC staff.

Shared Facilities Equipment – Some CITY-owned equipment will be shared between sites and users occupying the various sites. Care and consideration should be displayed for equipment that is needed often by multiple parties. Priority comes first to safety and operational continuity.

3.19. PROPERTY DAMAGE ADMINISTRATION

FMC shall provide and coordinate documentation for facility damage, police reports, and repair services for CITY reimbursement. All damage shall be recorded by authorized form (Reference Exhibit U – Facility Damage Incident Report Procedure) and a police report/investigation conducted for all property damage caused by CITY provided vehicles or any vehicle damaging CITY property. The FSC shall be notified immediately upon confirmation of damage to a facility. FMC shall inspect all areas in the building to identify items requiring maintenance and repairs. The facility occupants are financially responsible for any damage repairs throughout the facility caused by their misuse (accidents, improper operation, theft, etc.) of the facility. The aforementioned damage repair recovery cost shall be regulated by and resolved through the CITY's facilities and contract monitoring staff. The repairs shall be performed through FMC unless otherwise approved by the FSC. All expenditures for the repairs shall be recovered by the CITY and charged to the contractor or entity responsible for the damage.

3.20. FACILITY RENOVATION / REFURBISHMENT

3.20.1. **Renovation/Refurbishment**

FMC shall evaluate the need for renovation, refurbishment, and equipment upgrades/replacements during the annual building inspection report.

3.20.2. **Major Renovations/Additions/Expansions**

The FSC shall coordinate any project that requires structural modification, additions, interior additions, or modifications.

3.21. SECURITY, CONTRACT WORKERS IDENTIFICATION AND FACILITY ACCESS

3.21.1 **Contract Workers Identification**

All FMC employees are to be in clean, neat uniforms that bear the employee name and company name. Access to each facility shall be as directed by the CITY. (Reference Exhibit W – Security, Access, Controls and Badging Information).

3.21.2. **Facility and Building Access**

The CITY shall establish and maintain control over the access control system for the facility, including all FMC and CITY employees at the facility. The CITY will issue electronic access cards to FMC employees for access and to serve as required identification to facility or building areas only after employees have met the CITY's background check requirements and have been assigned to work at the facility. The CITY is responsible for the keying system matrix and keys for all doors at the facility. All keys and CITY issued access cards will be inventoried and managed by FMC and regularly audited by the CITY. FMC shall adhere to all CITY rules and regulations for the use and management of identification badges, access cards and keys. The required card system will allow FMC staff access to authorized CITY locations and provide a citywide approved identity badge. Lost or damaged cards will require replacement at a cost to FMC. FMC shall establish a key control policy for issuing, replacing, and retrieving (upon separation) all keys from staff. FMC shall retrieve all access or identification badges from employees upon separation. FMC is responsible for all CITY costs to rekey locks due to lost or stolen keys. The FMM may be asked to perform varied installations with CITY locks and devices as the CITY sees fit for reasons of security and control.

3.21.3. **Vault Room Access**

CITY employees, contractors or vendors that have a legitimate need to access the revenue rooms must be accompanied by an authorized escort and must use the vault access sign in and sign out log sheet located in front

or in back of the door when entering. When filling out the vault access form sign in and sign out log sheet, CITY employees, contractors and vendors must fill in each box (Date, Time, Name,) when entering and exiting the vault rooms. The purpose of this procedure is to set forth the conditions whereby access to the cash room is permitted. There must always be a minimum of two or more persons in the revenue room at any time. FMC shall not enter the vault without an escort from a CITY authorized person.

3.22. AUTHORIZED PESTICIDES

Preventive and reactive pest control service shall be provided by FMC to maintain a pest free environment. Pest control shall be managed primarily through prevention, using both physical and mechanical methods, and with pesticides only when necessary. FMC shall use the least toxic pest control substance required to be effective.

FMC shall submit to the FSC for approval a list of chemical pesticides FMC will be applying by trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.) and label signal word (i.e. caution, warning or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the CITY. All applicators shall maintain in their possession current Materials Safety Data Sheets of all chemicals currently used. Pesticides must be EPA-registered (or exempt from registration under section 25b of FIFRA) at the time of pesticide application. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with the most current EPA-approved application use at the time of application.

3.23. DRYWELL MAINTENANCE (WEST TRANSIT FACILITY ONLY)

Annually, and as needed, FMC shall conduct the following inspections and maintenance of drywells as required by the ADEQ regulations for drywells covered under the general permit program:

3.23.1. Inspection

FMC is responsible for the inspection and maintenance of the three drywells, including the ADEQ-required documentation. FMC shall conduct an inspection of each drywell annually and after large rain events that introduce storm water into the wells. FMC shall clean each drywell annually following ADEQ guidelines which includes the sampling of sediment removed from the drywell prior to disposal. The fees for sampling and laboratory analysis shall be paid by FMC.

- 3.23.1.1. Inspection shall be performed at least annually or if water remains standing on the surface of the drainage area or retention basin for longer than 36 hours.
- 3.23.1.2. Activities performed within the drainage area shall be reviewed to ensure that chemicals are not used, handled or stored within that area, unless authorized by an aquifer protection permit.

- 3.23.1.3. Visual observations shall be made for non-storm water discharges such as unusual stain or pavement discoloration surrounding the drywell, residue coating the inlet grate or within drywell sediments, or the presence of unusual odors in the settling chamber.
- 3.23.1.4. Settling chambers and interceptor compartments shall be visually inspected for type and quantity of debris and condition of drainage components.
- 3.23.1.5. Remove debris and sediment as required.
- 3.23.1.6. If chemical absorbents are discolored and/or submerged beneath the water surface, the chemical absorbents shall be replaced.
- 3.23.1.7. ADEQ recommends a copy of all inspections and a record of findings and maintenance activities be kept on file at the property where the drywell is located.
- 3.23.1.8. An inspection checklist that may be helpful when performing annual inspections is available from ADEQ.
- 3.23.1.9. A solid manhole cover shall be installed on the drywell to ensure flow is through the interceptor inlet only. The cover shall be bolted in at least two locations and marked in raised cast letters "Storm Water ONLY".
- 3.23.1.10. Best Management Practices (BMPs) shall be followed for drywells located in industrial areas. A separate BMP Guidance document is available from ADEQ.

3.23.2. **Maintenance**

- 3.23.2.1. The drainage system including settling chambers and interceptors shall be inspected annually.
- 3.23.2.2. Removal of deposited silt and sediment may be performed with the annual inspection, and at a minimum as follows:
 - In paved areas - when the sediment level fills 10% of the effective settling capacity.
 - In landscaped areas - when the sediment level fills 25% of the effective settling capacity.
 - When ownership of the property changes.
 - When material not resulting from storm water or urban surface runoff enters the drainage system interceptor or drywell settling chamber.
- 3.23.2.3. Maintenance shall include removal of all sediment, cleaning all filters and screens and replacement of chemical absorbents. Removed material shall be disposed of at a landfill or facility approved to accept it.

- 3.23.2.4. Records concerning drywell cleaning and sediment disposal shall be maintained by FMC.

3.24. RECYCLING PROGRAMS

FMC shall comply with the recycling program at each site. FMC shall utilize the services of the City of Phoenix Public Works for recycling spent light bulbs, waste oils and fluids, and any other element waste caused by the generation of work performed by FMC or any subcontractors. All environmental programs are subject to the guidelines and requirements of local, county, state and federal agencies. The TOC/PMC is responsible for refuse and recycling at the site. FMC shall make every effort to reduce waste and increase recycling.

3.25. ENVIRONMENTAL ASSESSMENT AND TESTING

The CITY is committed to maintaining a safe, healthy, and hazard-free environment for its employees and tenants of these facilities. FMC should identify any suspected environmental concerns. A specialist will be utilized when necessary for testing, evaluation, and corrective action. FMC shall communicate as appropriate with the FSC regarding the results of any testing or environmental assessments.

Environmental areas considered part of FMC scope of work include:

- Storm Water Management
- Drywell Management (West Transit Facility only)
- Fuel-fluid management tracking and reconciliation in conjunction with the TOC
- Tank storage and dispensing testing (Weights and Measure and ADEQ)

3.26. TECHNOLOGY REQUIREMENTS

FMC shall comply with all CITY information technology, telecommunication and cabling requirements as detailed in Exhibit X – Technology and Telecommunications Requirements.

3.27. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM REQUIREMENTS

In an effort to realize lifecycle cost to obtain the most cost-efficient model, all asset work performed requiring parts, repairs, inspections, or service requiring 15 minutes or more of labor shall be documented by use of a Computerized Maintenance Management System (CMMS). FMC shall utilize MPulse Maintenance Software, the CITY's existing system for all work orders. FMC shall track asset maintenance by, but not limited to: unit number, model, serial number, location-site-building-sub location at building, labor hours, parts details, parts cost, warranty tracking, trades used, and complete repair details for FMC and subcontractor.

FMC will be responsible for updating the equipment inventory and required comprehensive OEM or, if not available, best practices tasks, and PM's as needed for scheduled maintenance.

3.28. ENERGY MANAGEMENT PROGRAM

FMC will establish a preventive maintenance program for all existing building automation systems. The program will include an operational test and inspection of software, controls, set points and overall functionality of the systems in order to ensure energy usage is kept to a minimum. FMC will utilize the building automation system to reduce energy usage when possible.

3.29. IMPROVEMENTS TO WORK SCOPE

It is the CITY's desire to provide the most efficient and cost-effective service without compromising service quality. If there are requirements that are included in the Scope of Work that could be modified to reduce cost or improve quality, FMC shall identify those areas and note the potential savings.

3.30. LIQUIDATED DAMAGES

Liquidated damages may be imposed on FMC by the CITY based on each observed violation committed by FMC personnel or any subcontractors. FMC agrees that a violation of any of the liquidated damage provisions as provided for in this contract shall result in the CITY incurring damages that are impractical or impossible to determine. FMC agrees that these monetary assessments are a reasonable approximation of such damages.

Liquidated damages will be deducted from FMC's monthly invoice in which the failures occur.

3.30.1. **Late or Inaccurate Reports**

If FMC fails to comply with the CITY's reporting requirements either by submitting reports after the due date or by submitting inaccurate reports, the CITY will assess liquidated damages in the amount of \$150.00 per missed report.

3.30.2. **On Time Performance of Preventative Maintenance**

If FMC fails to meet a 90% preventative maintenance completion schedule, as stated in the CITY-approved FMC preventative maintenance plan and OEM guidelines, the CITY will assess liquidated damages in the amount of \$150.00 per occurrence.

3.30.3. **Incomplete or Unsafe Performance of Work**

CITY staff shall routinely inspect work performed by FMC and FMC's Subcontractors. If the work or lack thereof is found to be unsatisfactory by CITY staff per the terms and conditions of this Contract, FMC shall have 48 hours from time of written notification to remedy the situation. If FMC fails to correct the work within the time allowed, the CITY will assess liquidated damages in the amount of \$150.00 per occurrence.

3.30.4. **Fuel System Failure**

If FMC fails to deliver the supplies or perform the services within the time specified in the contract, or any extension thereof, the CITY will assess liquidated damages in the amount of \$5,000 per calendar day of delay that the facility is unavailable for fueling and CITY vehicles must therefore fuel at an outside location. In that event, FMC will be liable for such liquidated damages accruing until such time as the CITY may reasonably obtain delivery or performance of similar supplies and services. FMC will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of FMC.

Failure of any of the utility services listed below could cause the facility to not operate. In the event of a utility failure, liquidated damages would not apply.

- 3.30.4.1. Control air supply from the maintenance building to the containment area.
- 3.30.4.2. Telephone service to the LNG/LCNG control cabinet.
- 3.30.4.3. Power metering and the main electrical service to the control panel.
- 3.30.4.4. Auxiliary power generation.

Although lightning protection is provided for the LNG storage tanks, and surge protection will be in place on the main electrical feed upstream of the control panel, it is impossible to prevent any and all possible damage from a lightning strike. In the event of a station failure from a lightning strike, liquidated damages will not apply.

4. Evaluation Process

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Method of Approach and Staff/Support Services</p> <p>1. Provide a comprehensive plan of how all work will be completed in accordance with the Scope of Work.</p> <p>2. Provide a 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.</p> <p>3. Identify proposed key staff and submit resumes detailing their qualifications and experience. Include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar size, scope and complexity.</p> <p>4. Provide a Staffing Plan to accomplish the services described in the scope of work. The staffing plan must include the number and identification (by title, position, or job classification) of personnel the Offeror intends to utilize to provide the services at each transit facility. The Staffing Plan must demonstrate that the Offeror can hire and retain a sufficient number of qualified personnel to perform the services required. The Staffing Plan must identify the percent availability of Contractor staff and Subcontractors.</p> <p>5. Describe the functional relationships, lines of authority and responsibility of employees; procedures for sustaining trained and qualified personnel; and responsibilities and workload of each organizational element.</p> <p>6. Provide a back-up plan for vacancies or prolonged absentees for the proposed key staff</p> <p>7. Describe the Offeror's training, employee retention and incentive programs for staff identified in the Staffing Plan.</p>	Points Based	400 <i>(40% of Total)</i>

<p>2.</p>	<p>Qualifications and Experience</p> <p>1. Describe in detail at least one and no more than three past project 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> <p>3. Provide a sample of an actual facility maintenance plan and maintenance schedule for which the Offeror has prepared for a property similar to Tier 1 as described in the scope of work.</p> <p>4. Provide a sample of an actual facility emergency response plan for which the Offeror has prepared for a property similar to Tier 1 as described in the scope of work.</p> <p>5. State and provide proof of the Offeror's professional certifications or licenses, to conduct the services described in the scope of work.</p>	<p>Points Based</p>	<p>200 <i>(20% of Total)</i></p>
<p>3.</p>	<p>Tracking and Reporting Capabilities</p> <p>1. Describe the Offeror's ability to generate reports relevant to the scope of work and the nature of those reports. Identify staff that will be responsible for generating and submitting reports to the CITY.</p> <p>2. Provide a plan to work with CITY staff to develop meaningful reports and a proposed schedule to submit those reports to the CITY.</p> <p>3. Provide a sample reporting package including fiscal & budget information, a preventive maintenance & repair summary, and a work order sample. Describe the software and/or accounting system used to generate the sample reporting package.</p> <p>4. Describe the Offeror's experience using MPulse Maintenance Software to document work orders. Provide a plan to integrate the Offeror's current work order entry system with MPulse.</p>	<p>Points Based</p>	<p>200 <i>(20% of Total)</i></p>
<p>4.</p>	<p>Price Proposal</p>	<p>Points Based</p>	<p>200 <i>(20% of Total)</i></p>

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

"Department Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"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
- B. 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.
- C. **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.
- D. **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.
- E. **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.

- F. **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.
- G. **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.
- H. **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.
- I. **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) deposited with any commercial air courier or express delivery service; or (3) 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).

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

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

documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

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

6. Special Terms and Conditions

6.1. Term of Contract

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

6.2. Price

All prices submitted shall be firm and fixed for the initial two-year period of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer at ptdprocurement@phoenix.gov. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, 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.

6.3 Addition or Deletion of Services/Locations

The CITY reserves the right to add and/or delete services/locations under the Contract. If service levels increase or decrease the cost will be adjusted in accordance with the contract pricing. All contract changes must be incorporated into written and signed amendments to the Contract. If applicable, each amendment will state any increase or decrease in the amount of the compensation due to Contractor for the change in services/locations.

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. Method of Payment

Contractor will be paid on a monthly basis in arrears.

6.6. 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.

6.7. 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. Delivery / Service Ticket

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

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

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. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amounts provided in Section 3.30. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Department Director will be the sole judge in determining the liquidated damages.

6.17. 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.

6.18. 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 or his authorized representative, the Contractor may be requested to perform the additional or special service.

6.19. Specifications

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

6.20. 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.

6.21. 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.

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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

6.29. 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.

6.30. 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.)

6.31. 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

6.32. 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.

6.33. 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.

6.34. 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.

6.35. 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.

6.36. Security Inquiries

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

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

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

6.37. Air Pollution Emergency Proclamation

The City requires Contractors to provide information with their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires Contractors to also identify any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards.

Contractor should advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the solicitation due date.

6.38. Dust Control

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

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

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

6.39. Environmental Preferred Products

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

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

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

- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),

- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR, meet each of the following criteria:

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

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

6.40. Equipment / Safety

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

6.41. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

6.42. OSHA Laws and Regulations

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

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

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

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

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

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.

- **Blood Borne Pathogens** – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City's Department.

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

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

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

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

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

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

6.43. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this

agreement. Requirements may be found at www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information.

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

8. Insurance Requirements

8.1. Contractor's Insurance

Contractor must provide to the CITY, immediately upon receiving notice of Contract award, a certificate of insurance acceptable to the CITY in the amounts and form specified below. Failure of Contractor and its subcontractors to maintain insurance during the term of the Contract, including renewal options, may result in immediate termination of this Contract without notice. Insurance requirements are subject to periodic review and adjustment by the CITY.

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

These insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The CITY in no way warrants that the minimum limits contained in this section are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under the Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

Contractor may satisfy these requirements with a combination of insurance or self-insurance. If Contractor elects to self-insure any part or all of these requirements, it must disclose to the CITY the level of self-insurance elected prior to entering into the Contract, or if the decision is made during the course of this contract, Contractor must notify the CITY prior to entering in the self-insurance program. The CITY may require Contractor to produce evidence of financial stability for any level of self-insurance.

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

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

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

8.4. Automobile Liability

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

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

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

This requirement does not apply when a Contractor or Subcontractor is exempt under

A.R.S. §23-902(E), AND when such Contractor or Subcontractor executes the appropriate sole proprietor waiver form.

8.6. Crime Insurance (or Fidelity Bond)

Bond or Policy Limit \$ 100,000

1. The policy or bond must include coverage for all directors, officers, agents and employees of Contractor.
2. The policy or bond must include coverage for third party fidelity, i.e. property of third parties that is held by the Contractor in any capacity, or property for which the Contractor is legally liable.

3. The policy or bond must include but not be limited to coverage for theft of property located on the Contractor's premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.

8.7. Contractor's Pollution Liability

For losses caused by pollution conditions that arise from the operations of Contractor as described in the Scope of Services section of this Contract.

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

1. The policy should be written on an "occurrence" basis with no sunset clause or if written on a "claims-made" basis, it must be maintained for a period of not less than 8 years with the retroactive date to be prior to or held constant with the date of this Contract.
2. Such insurance must name the City of Phoenix and its subsidiaries and affiliates as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor.
3. The City of Phoenix must be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by Contract.
4. Contractor's insurance coverage or self-insurance must be primary insurance and non-contributory with respect to all other available sources.
5. The policy must provide coverage for pollution conditions that arise from the operations of Contractor described under the scope of services of the Contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
 - Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
 - Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by Pollution Conditions and giving rise to Clean-Up Costs.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages
 - Asbestos or lead – no exclusion
 - Mold coverage
 - Transportation cargo

- Non-Owned Disposal Site coverage
6. Should any of the work involve treatment, storage, or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.
 7. Notice of Cancellation: For each insurance policy required by the insurance provisions of the Contract, Contractor must provide to the CITY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be sent directly to: City of Phoenix Public Transit Department, Attn: Christine Adrian, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003, and must be sent via email or by certified mail, return receipt requested
 8. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

8.8. 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.

8.9. 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.

8.11. 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.

8.12. 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 subcontractor 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.

8.13. Approval

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

9. Submittals

9.1. Copies

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

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

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

9.2. Technical Proposal

- A. 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.
- B. 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 and Staff/Support Services (limit of 40 pages)**

Required components:

- 1) Provide a comprehensive plan of how all work will be completed in accordance with the Scope of Work.
- 2) Provide a 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.
- 3) Identify proposed key staff and submit resumes detailing their qualifications and experience. Include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar size, scope and complexity.
- 4) Provide a Staffing Plan to accomplish the services described in the scope of work. The staffing plan must include the number and identification (by title, position, or job classification) of personnel the Offeror intends to utilize to provide the services at each transit facility. The Staffing Plan must demonstrate that the Offeror can hire and retain a sufficient number of qualified personnel to perform the services required.

The Staffing Plan must identify the percent availability of Contractor staff and subcontractors.

- 5) Describe the functional relationships, lines of authority and responsibility of employees; procedures for sustaining trained and qualified personnel; and responsibilities and workload of each organizational element.
- 6) Provide a back-up plan for vacancies or prolonged absentees for the proposed key staff
- 7) Describe the Offeror's training, employee retention and incentive programs for staff identified in the Staffing Plan.

2. TAB 2 - Qualifications and Experience of the Firm (limit of 30 pages, not including the organizational chart or any resumes, if applicable)

Required components:

- 1) Describe in detail at least one and no more than three past project experiences within the past five years of similar size, scope and complexity.
- 2) State the Offeror's present workload capacity and provide confirmation that the Offeror can meet the Contract start date.
- 3) Provide a sample of an actual facility maintenance plan and maintenance schedule for which the Offeror has prepared for a property similar to Tier 1 as described in the scope of work.
- 4) Provide a sample of an actual facility emergency response plan for which the Offeror has prepared for a property similar to Tier 1 as described in the scope of work.
- 5) State and provide proof of the Offeror's professional certifications or licenses to conduct the services described in the scope of work.

TAB 3 - Tracking and Reporting Capabilities (limit of 30 pages, not including the organizational chart or any resumes, if applicable) Required components

- 1) Describe the Offeror's ability to generate reports relevant to the scope of work and the nature of those reports. Identify staff that will be responsible for generating and submitting reports to the CITY.
- 2) Provide a plan to work with CITY staff to develop meaningful reports and a proposed schedule to submit those reports to the CITY.
- 3) Provide a sample reporting package including fiscal & budget information, a preventive maintenance & repair summary, and a work order sample. Describe the software and/or accounting system used to generate the sample reporting package

- 4) Describe the Offeror's experience using MPulse Maintenance Software to document work orders. Provide a plan to integrate the Offeror's current work order entry system with MPulse.

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.