



City of Phoenix

INVITATION FOR BID
IFB-25-0518
HEATING, VENTILATION, AND AIR CONDITIONING
FILTER PARTS AND SERVICES

City of Phoenix
Aviation Department
2485 E. Buckeye Road
Phoenix, AZ 85034

RELEASE DATE: March 28, 2024
DEADLINE FOR QUESTIONS: April 4, 2025
RESPONSE DEADLINE: April 11, 2025

City of Phoenix
INVITATION FOR BID
IFB-25-0518

Heating, Ventilation, and Air Conditioning Filter Parts and
Services

| | |
|--|----|
| 1. INTRODUCTION | 3 |
| 2. INSTRUCTIONS | 5 |
| 3. EVALUATION PROCESS | 9 |
| 4. SCOPE OF WORK | 14 |
| 5. STANDARD TERMS AND CONDITIONS | 32 |
| 6. SPECIAL TERMS AND CONDITIONS | 49 |
| 7. DEFENSE AND INDEMNIFICATION | 61 |
| 8. INSURANCE REQUIREMENTS | 62 |
| 9. SUBMITTALS | 65 |

Exhibits:

A – Required Submittal Documents

B – Pricing Proposal

C - Supplemental Terms and Conditions to All Airport Agreements (Rev. 5-22-24)

D - Sensitive Security Information Acknowledgement Form

1. Introduction

1.1. Summary

The City of Phoenix Aviation Department ("City", "Aviation Department") invites sealed offers from qualified vendor(s) to provide Heating, Ventilation and Air Conditioning (HVAC) filter supply, installation, and maintenance services for a five (5) year contract term. The service locations include Phoenix Sky Harbor International Airport (PHX), and its surrounding Aviation-owned properties, Deer Valley Airport (DVT), and Goodyear Airport (GYR). The contract shall commence on or about July 1, 2025, in accordance with the specifications and provisions contained herein.

1.2. Background

The Contractor must possess the required qualification and experience to provide all necessary supervision, labor, equipment, tools, and offsite storage to supply and install HVAC filter(s) and provide maintenance services as required on an as-needed basis.

The Contractor and its employees will be required to work and operate a motor vehicle within the secured areas of the airports, owned and operated by the Aviation Department. The Contractor's staff providing services under the resultant contract must pass a Security Threat Assessment and Criminal Background Check, take the Airfield Driver Training Program, and pass an interactive test to obtain the Airfield Driving permit endorsement on the airport-issued security badge.

1.3. Contact Information

Paul Pociask

Contract Specialist II
2485 E. Buckeye Road
Phoenix, AZ 85034

Email: paul.pociask@phoenix.gov

Phone: [\(602\) 273-2769](tel:(602)273-2769)

Department:

Aviation

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix AZ 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 (Paul Pociask) at (602) 273-2769/Voice or 711/TTY, or paul.pociask@phoenix.gov, no later than two (2) weeks prior to the meeting.

| | |
|--|---|
| Solicitation Issue Date | March 28, 2025 |
| Written Inquiries Due Date | April 4, 2025, 3:00 pm |
| Offer Due Date | <p>April 11, 2025, 3:00 pm</p> <p>Physical Submission: Aviation Headquarters Building 2485 East Buckeye Rd. Phoenix, Arizona 85034</p> <p>OR</p> <p>Electronic Submission: paul.pociask@phoenix.gov AND avn.solicitations@phoenix.gov</p> |
| Offer Opening | <p>April 11, 2025 to begin at 3:15 p.m.</p> <p>Meeting Link: https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=ma906fe3f11b59a680eb89fe2b80ca0f0</p> <p>Join by phone +1-415-655-0001 US Toll Access code: 2631 390 7232</p> |
| Award Recommendation (protest period begins – 7 Days) | April, 2025 |
| City Council Approval | May, 2025 |

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix Aviation Department ("City", "Aviation Department") invites sealed offers from qualified vendor(s) to provide Heating, Ventilation and Air Conditioning (HVAC) filter supply, installation, and maintenance services for a five (5) year contract term 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.

Minimum Qualification Requirement: This solicitation has minimum qualification requirements; please see **Section 2, paragraph 2.2** for detailed requirements. All Offerors must satisfy all the minimum qualifications outlined in order for the submitted offer to be considered responsive.

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. Minimum Qualifications

The qualified and responsive Offeror must meet **all** minimum qualifications listed below. Should an Offeror fail to meet one of the minimum qualifications identified, the Offer will be disqualified as non-responsive.

- A. **OFFEROR EXPERIENCE:** The offeror must be experienced in the sales and supply of HVAC filters, providing HVAC filter installation and maintenance services, for a minimum of five (5) consecutive years within the last ten (10) years. The "Experience" qualification will also be verified through the "Business References" in the Submittal Section of this solicitation.
- B. **MEMBERSHIP REQUIREMENT:** The offeror must be an active member and in good standing of the National Air Filtration Association (NAFA). Membership must remain current and in good standing throughout the life of the resultant contract. A copy of the NAFA membership documentation must be submitted at the time of bid submission.
- C. **SERVICE REPRESENTATIVE:** The offeror must assign a service representative who will be the City's primary contact under the resultant contract.
 - 1. **Qualifications:** The offeror's assigned service representative must be a NAFA Certified Air Filter Specialist (CAFS) with at least five (5) years of experience in HVAC filtration maintenance services.
 - 2. The offeror's assigned service representative may not be changed during the solicitation process, including the time up to contract award. After the contract

award, the assigned service representative may only be changed with the Aviation Department Representative (ADR)'s approval.

2.1. 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. The product categories for this Solicitation are 031460000 (Filter and Media Evap), 031670000 (HVAC Equip Other), and 962000000 (Misc Services Other).

2.2. Preparation of Offer

All forms provided in Exhibit A – Required 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.

2.3. Fixed Offer Price Period

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

2.4. 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.

2.5. 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 offer due date 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 the resulting contract(s) are awarded 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. 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 addenda on the Procurement Website.

2.6. 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. Failure to acknowledge receipt and returning signed addenda may result in the rejection of Offer as non-responsive.**

2.7. 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.

2.8. 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.

2.9. 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.

2.10. Submission of Offer

Submission of Offer – Hard Copy Submission:

Offers must be in possession of the Aviation 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 Aviation Department's clock.

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

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date

All Offers must be completed in ink or typewritten unless submitted electronically, and include the number of copies that are required as indicated in the Submittal section.

For "In-Person" and "via Carrier (i.e. USPS, FedEx, UPS, etc.)" Delivery: Offers will be received at the Aviation Headquarters located at 2485 East Buckeye Road, Phoenix AZ 85034 in the lobby during normal business hours (8:00 am – 5:00 pm Local Phoenix, AZ Time). Offers should be clearly identified outside of the package as designated above.

The Offeror is responsible for managing potential delays. The City does not make exceptions for delays caused by the Carrier. **It is the Offeror's responsibility to ensure that the Offer is timely submitted.**

Submission of Offer – Electronic Submission:

The Aviation Department is accepting electronic Offers for this Solicitation, in addition to other methods of submitting sealed Offer packages (hard copies). Offerors are responsible for submitting the electronic Offer on or before the Solicitation Deadline.

For "Electronic" Submittal: Offers must be submitted via email to avn.solicitations@phoenix.gov AND paul.pociask@phoenix.gov. Due to file size limitations of 100mb for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer (including all parts if sent in multiple emails) was received on or prior to the Solicitation Deadline. The solicitation number and title "IFB 25-018 Heating, Ventilation, and Air Conditioning Filter Parts and Services" must be included on the subject line of the email when submitting your Offer.

Offeror may submit electronic signatures on documents that do not require notarization. Please ensure that electronically signed documents are submitted in separate PDF files. The City does not accept electronic signatures for notarized documents, including bonds, guaranties, powers of attorney, or affidavits. These documents must be submitted in paper form (hard copy) with original or "wet-signatures" at time of the Solicitation Deadline and submission must comply with the Hard Copy Submission requirements above.

It is the responsibility of the Offeror to ensure that the Offer is timely, including confirming that there are no technical reasons that any Offer submitted electronically may be delayed.

2.11. 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.

2.12. 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 Aviation 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.

2.13. 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.

2.14. Protest Process

- A. 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/addendum, 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.
- B. Therefore, unless otherwise notified by a formal amendment/addendum, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.
- C. 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.
- D. 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.
- E. 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. 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 multiple award.

2.19. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and 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 will render an Offer nonresponsive.

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

2.20. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors 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.

3. Scope of Work

3.1. INTRODUCTION:

The City of Phoenix Aviation Department ("City", "Aviation Department") invites sealed offers from qualified vendor(s) to provide Heating, Ventilation and Air Conditioning (HVAC) filter supply, installation, and maintenance services for a five (5) year contract term. The service locations include Phoenix Sky Harbor International Airport (PHX), and its surrounding Aviation-owned properties, Deer Valley Airport (DVT), and Goodyear Airport (GYR). The contract shall commence on or about July 1, 2025.

The Contractor must possess the required qualification and experience to provide all necessary supervision, labor, equipment, tools, and offsite storage to supply and install HVAC filter(s) and provide maintenance services as required on an as-needed basis.

The Contractor and its employees will be required to work and operate a motor vehicle within the secured areas of the airports, owned and operated by the Aviation Department. The Contractor's staff providing services under the resultant contract must pass a Security Threat Assessment and Criminal Background Check, take the Airfield Driver Training Program, and pass an interactive test to obtain the Airfield Driving permit endorsement on the airport-issued security badge.

3.2. AVIATION DEPARTMENT REPRESENTATIVE (ADR):

The ADR for this Agreement will be **Rusty Farnsworth** at **(602) 273-4318**. The ADR or designee will coordinate all work and be the sole judge concerning the acceptability of quality, products, and work. The ADR or designee will be consulted on any concerns and issues arising during the term of this Agreement

3.3. DEFINITIONS:

- A. **ANSI:** American National Standards Institute.
- B. **ASHRAE:** American Society of Heating, Refrigeration, and Air Conditioning Engineers.
- C. **CAFS:** Certified Air Filter Specialist
- D. **FTB:** Fan Terminal Box
- E. **MERV:** Minimum Efficiency Reporting Value.
- F. **NAFA:** National Air Filtration Association.
- G. **VOD:** Volatile Organic Compounds.
- H. **W.G.:** Water Gauge

3.4. APPLICABLE LAWS AND STANDARDS:

The Contractor must comply with all City, State, and Federal accepted industry standards and best workmanship practices in all tasks performed, including but not limited to:

- A. ANSI/UL Standard 900

- B. ANSI/ASHRAE Standard 52.2-2017 or most current edition.
- C. Aviation Department guidelines regarding insurance and security

3.5. MEMBERSHIP AND CERTIFICATION REQUIREMENTS:

The Contractor must:

- A. Maintain an active member and be in good standing of the National Air Filtration Association (NAFA) throughout the contract term.
- B. Ensure the assigned service representative is a NAFA Certified Air Filter Specialist (CAFS) and maintains such certification throughout the contract term.
- C. Ensure all technicians under this contract are NAFA Certified Technicians.

3.6. SERVICE LOCATIONS:

The Contractor will provide requested services to all facilities owned or maintained by the City of Phoenix, Aviation Department. The service locations will include, but are not limited to:

- A. **Phoenix Sky Harbor International Airport (PHX)** and its owned and maintained surrounding airport properties.
- B. **Aviation Headquarters**
- C. **Rental Car Center (RCC)**
- D. **Deer Valley Airport (DVT)**
- E. **Goodyear Airport (GYR)**

3.7. CITY CURRENT EQUIPMENT AND LOCATION:

Below is the quantity of air handlers, fan coils and fan terminal boxes (FTB) in each facility. Carbon filters may also be included in these locations.

| Location | Quantity |
|---|----------|
| Aviation Command Center | 1 |
| Aviation Headquarters | 2 |
| PHX – 44 th Street Sky Train Station | 14 |
| PHX – Terminal 3 | 36 |
| PHX – Terminal 4 | 298 |
| Rental Car Center | 60 |

3.8. ADDITIONS, DELETIONS, OR REPLACEMENTS:

The Aviation Department may add or delete equipment/locations throughout the contract term. The ADR will notify the Contractor of any equipment and location additions or deletions with 30 days' notice. All fees shall be per the existing fees in effect.

3.9. GENERAL REQUIREMENTS:

The Contractor must:

- A. **Within 30 days of contract award**, provide the City with copies of NAFA certifications for **all** technicians who will provide services under the contract.
- B. Supply NAFA-certified technicians to perform all services.
- C. Ensure the technicians have ongoing training on current and new technologies throughout the term of the Contract.
- D. Provide all labor, supervision, tools, equipment, transportation, and communication methods to perform HVAC filter supply, installation and maintenance services. The services will also include the installation of pre- and final filters for HVAC equipment, as required per schedule or on an as-needed basis.
- E. Maintain an adequate and competent staff and/or qualified personnel, as may be determined by the City, throughout the performance of this Contract to ensure acceptable and timely completion of the scope of service as detailed herein.
- F. Prior to commencing work, the Contractor will meet with the ADR to familiarize themselves with the operational requirements for the air filter replacement services.
- G. Be responsible for providing uniform(s) with the company logo to its technicians providing services on all job site(s) to maintain a professional image. The company logo on the uniform must be visible; no stained, torn, baggy, saggy clothing or unbuttoned shirts.
- H. The Contractor's technicians must wear Aviation Department-issued badges while performing the services on the job site(s). The Contractor will not utilize temporary or untrained personnel without proper badges.
- I. Upon the request of the ADR, remove from the job any employee(s) and/or technician who endangers persons or property or whose continued work is inconsistent with the interests of the City.
- J. Furnish vehicles while providing the services under the contract. The vehicle(s) must prominently display company identification and only park in areas designated by the ADR.
- K. Perform all work neatly and professionally, keeping all areas clear of toolboxes, waste, and other debris.

- L. Be responsible for the installation/replacement of miscellaneous parts, including but not limited to fasteners, bolts, nuts, clips, frames, spacers, and gaskets, as identified in the quote. The Contractor is required to determine the specific miscellaneous parts and the associated quantities for prior approval from the ADR. The miscellaneous parts will be reimbursed for the actual costs. The Aviation Department will provide replacement light bulbs for the Contractor to replace as needed.
- M. Maintain a 30% inventory of the common sizes of the pleated pre-filters used by the Aviation Department. The ADR reserves the right to inspect the Contractor's warehouse periodically to verify that stock quantities are within contract guidelines.

| Commonly Used Size(s) | Required Inventory Quantities |
|-----------------------|-------------------------------|
| 12x24x2 | 260 |
| 20x24x4 | 180 |
| 24x24x2 | 1,755 |
| 24x24x4 | 1,573 |

- N. Ensure the delivery time for all filter(s) the City orders does not exceed three (3) business days from the request.
- O. Have an ongoing safety and education program for service employees to ensure a safe work environment.
- P. Identify a 24-hour phone number for the primary and secondary contact personnel to ensure a response to the Aviation Department's emergency needs. This must be a qualified company representative able to respond within the required time.
- Q. Be responsible for obtaining ADR written authorization for subcontracting or using other parties to perform services under the resultant contract. The Contractor's use of any subcontractors or other parties to perform services and provide technical knowledge shall not relieve, release, or affect the Contractor's duties, liabilities, or obligations hereunder, and the Contractor shall at all times be and remain fully liable.
- R. A high level of customer service and professionalism is a priority for the City. The Contractor and contract workers shall provide professional, business-like, and efficient service, providing the highest level of assistance to the City's customers, tenants, and the traveling public. Complaints must be responded to within 48 hours, and the ADR or designee must be informed of all customer issues and resolutions immediately. All project communications are to be coordinated through ADR or designee.

- S. If the contractor's work performance is unsatisfactory, the contractor will be notified and given 24 hours to remedy the defective work at no additional cost to the City.
- T. Parking arrangements are the sole responsibility of the Contractor. The City of Phoenix will not provide, pay for, or reimburse parking expenses. This expense must be included in the hourly labor rate quoted in this IFB.

3.10. SERVICE REQUIREMENTS

The Contractor must:

- A. Assign a service representative who will be the primary contact under this contract and has complete authority to act on behalf of the contractor. The assigned service representative must be available twenty-four hours, seven days a week (24/7) and comply with the response time outlined in this contract.
- B. Obtain ADR's prior approval to change the assigned service representative.
- C. Furnish a quote/project estimate within three (3) business days of each site assessment or initial estimate request from ADR. Such estimate will include, but not be limited to, labor hours, material costs, removal of existing equipment, clean-up, and ancillary site visits to complete the scope of the required services.
- D. **INVOICING:** The Contractor must provide the ADR with a detailed invoice listing the following items on the invoice:
 - 1. actual filters used.
 - 2. filters list price.
 - 3. itemized used parts.
 - 4. discount off the used parts list price (if applicable).
 - 5. actual hours worked.
 - 6. a copy of the service ticket.

The invoice must also contain the PO number. Failure to provide the documents listed above will delay payment until the document is corrected.

- E. Make necessary correction(s) to the work performed that is unsatisfactory to the City at no additional cost to the City.
- F. **TRAVEL TIME:** Travel time to and from the job site will **not** be reimbursable. All mileage and travel costs, including per diem, must be included in the hourly rate quoted for labor in this IFB.

- G. All Contractor employees must check in/sign in at the **Terminal 3 South Concourse Mechanical Maintenance Shop**. The billable labor hours begin at check-in time and terminate when the Contractor employees check out/sign out at the same location. The billable labor hours on the invoice must match the labor hours on the sign-in/sign-out sheet.
- H. All contractor personnel must sign in and out at each visit, including when leaving the premises for parts/supplies, lunches, breaks etc. use the City's approved time management system to document when they arrive on the job site to begin service work and when they leave the job site.
- I. Failure to sign in and out may result in the delay or non-payment of services. For emergency service, the contractor will contact the ADR or designee when they arrive on site and when work is complete.
- J. All work shall be performed by qualified tradesmen in the best workmanlike manner known to the trade. The ADR will inspect all work.
- K. Services completed under this Contract will be billed and paid for time and materials only. The Contractor must obtain approval from the ADR before commencing any work or project. An itemized cost estimate detailing necessary parts, including discounts and labor charges for all work/repair, must be submitted to the ADR for prior approval. All emergency repairs will be quoted verbally to expedite service.
- L. **LABOR HOURS:**
 - 1. **"Standard Filter Installation" Labor Hour:** Standard filter installation will occur from 10:00 p.m. to 6:00 a.m., 7 days a week and 365 days a year. All HVAC equipment must remain operational in all occupied areas during normal business hours. Therefore, work must be performed during these hours. Any work scheduled outside of these hours **must** be preapproved by the ADR.
 - 2. **"Additional Work" Labor Hours:** Additional work is any work that is not included in the "Standard Filtration Installation" work.
 - a. **REGULAR LABOR HOURS:** The Aviation Department is a 24-hour, 7-days-a-week, 365-days-per-year operation. This rate is for work completed all hours during the 24-hour operation, except for Standard Filtration Installation Work, Premium Hours, or Urgent Services.
 - b. **PREMIUM LABOR HOURS:** This rate is for work completed during observed Federal holidays.
- M. **RESPONSE TIME:**
 - 1. **NON-URGENT SERVICE:** Upon initial notification by the ADR, the Contractor's initial response must be (via telephone or email) within two (2) hours. The

Contractor must coordinate site assessment and inspections with the ADR within two (2) business days of the request for the service to ensure there is no disruption to the airlines and the traveling public.

2. **URGENT SERVICE:** Upon initial notification by the ADR, the Contractor's initial response must be (via telephone or email within 30 minutes of the notification by the City. On-site response (physical presence) must be within two (2) hours of the request.

N. CONTRACTOR PERFORMANCE:

1. Should a filter fail due to defects in manufacturing or improper installation and such defect or installation cause the media/material to disintegrate into the HVAC system and/or damage the equipment, the Contractor will be responsible for cleaning up the debris from the coil(s), ducts, and registers and for any equipment repairs with no additional charge to the City.
2. The Contractor will be responsible for any damages to City facilities, grounds, landscaping, utilities, or structures that result from the Contractor's failure to perform the scope of work described properly. If damage occurs during this Contract's performance, the Contractor will repair or replace the damage at no cost to the City within 30 days after being notified. Should the Contractor fail or refuse to make proper repairs or replacements to the damaged equipment, the Contract will be liable for the cost thereof, which will be collected or offset by any other means provided by law and/or Contract.
3. The Contractor must clean the job site of all surplus materials and debris, properly dispose of all debris, and leave the surrounding area (including air handler rooms) broom-clean at the end of each work shift.
4. The Contractor must immediately report to the ADR any problems discovered with HVAC equipment, such as loose belts, noisy bearings, water leakage, dirty coils, or abnormal conditions, including excessive bird waste that can interfere with equipment access.
5. Repeated instances of missed or skipped services and/or failure to provide the required goods as requested by the ADR will result in progressive penalties leading up to termination of the Contract.

3.11. FILTER CHANGE FREQUENCY:

Below is the change frequency of the most common filter sizes used by the Aviation Department. This schedule will be the baseline for the filter maintenance services performed under this Contract.

A. PLEATED PRE-FILTERS –

| Filter Size | Change Frequency |
|--------------------|-------------------------|
| 12x24x2 | 2 Months |
| 12x24x4 | 2 Months |
| 24x24x2 | 2 Months |
| 24x24x4 | 2 Months |
| 12x20x2 | 2 Months |
| 16x20x2 | 2 Months |
| 16x20x4 | 2 Months |
| 16x24x2 | 2 Months |
| 16x25x2 | 2 Months |
| 16x25x4 | 2 Months |
| 20x20x2 | 2 Months |
| 20x20x4 | 2 Months |
| 20x24x2 | 2 Months |
| 20x24x4 | 2 Months |
| 20x25x2 | 2 Months |
| 20x25x4 | 2 Months |

B. BAG FILTERS –

| Filter Size | Change Frequency |
|--------------------|-------------------------|
| 12x24x22 | 8 Months |
| 12x24x18 | 8 Months |
| 20x24x22 | 8 Months |
| 24x24x18 | 8 Months |
| 24x24x22 | 8 Months |

3.12. FILTER SPECIFICATIONS:

A. Pleated Pre-Filters –

1. The filter must have the filter size with the airflow directional arrow and the enclosing frame. All filters must be classified per ANSI/UL Standard 900.

2. Filter media must be moisture-resistant and 100% synthetic.
3. The filter media must be bonded to all interior surfaces of a heavy-duty, high-strength and moisture-resistant paperboard frame, with cross members bonded to the media pack upstream and downstream to maintain the pleat configuration, increase rigidity, and prevent air bypass.
4. To maintain pleat uniformity, filters must have an expanded metal support grid bonded to the air-exiting side.
5. The 1" and 2" pleated panel filters must be at least MERV10 based on ANSI/ASHRAE Standard 52.2-2017 or the most current edition.
6. The 4" pleated pre-filters must be at least MERV8 based on the ANSI/ASHRAE Standard 52.2-2017 or the most current edition.
7. Filters must be rated to withstand a continuous operating temperature of 175 degrees Fahrenheit.
8. The 1" and 2" filters must have a recommended final resistance of 1.0" water gauge (W.G.).
9. The 1" filters must have a minimum of 16 pleats/lineal ft.
10. The 2" filters must have a minimum of 15 pleats/lineal ft.
11. The 4" filters must have a minimum of 15 pleats/lineal ft.
12. Alternate products submitted for approval must be available on the open market.

B. EXTENDED SURFACE BAG TYPE FILTER:

1. The extended surface bag type filter must be a high loft dual layer with a heavy synthetic backing material for durability.
2. A series of pockets must be formed by either span stitch sewn construction or a sonic welded sealing method to ensure mechanical "filter-cake" building and eliminate fiber shedding.
3. The media must be extremely durable and resistant to damage caused by turbulent air. The media must also be unaffected by extreme moisture and humid conditions.
4. Extended surface bag filters consist of a series of individual pockets supported by a rigid header frame and are completely self-supporting.
5. Pockets must be mechanically locked into the frame and secured to prevent bypass and add rigidity.

6. Header frames must be one-piece roll-formed designs secured to prevent structural failure. They must also have no sharp edges and be rigid enough to withstand collapse during installation.
7. Air filters must not shed fibers of any kind when exposed to the most severe vibration conditions.

C. **PACKAGING AND IDENTIFICATION:** Each filter and filter box must have a label with all filter information (model, size, MERV rating, manufacturer, etc.). The information must comply with the filter specifications within this contract.

D. **PERFORMANCE CRITERIA:** The extended surface bag-type filters must have a MERV 13 or better based on ANSI/ASHRAE 52.2-2017 or the most current edition.

E. **MANUFACTURING SPECIFICATIONS:**

1. Filters must withstand up to 6.0 static pressure without decreasing efficiency or sustaining damage.
2. Filters must operate at face velocities of at least 1.5" W.G.
3. Headers must not bend or buckle upon insertion or cause air gaps.
4. Filters must be able to operate in 100% relative humidity and in an airport atmosphere without rust, corrosion, or deterioration of the header for a one-year period.
5. There must be no deterioration of media fibers for a 1-year period.
6. Manufacturers must be able to produce 22", 18", and 12" deep filters.
7. Filters must meet UL Class II requirements and be approved per UL Standard 900.
8. Filters must be rated to withstand a continuous operating temperature of up to 150 degrees Fahrenheit.
9. Each filter must contain a minimum number of pockets as follows:

| Filter Size | Number of Pockets |
|--------------------|--------------------------|
| 24x24x22 | 8 |
| 12x24x22 | 6 |

| | |
|----------|---|
| 24x12x22 | 4 |
| 24x20x22 | 7 |
| 20x24x22 | 8 |
| 16x24x22 | 8 |
| 16x20x22 | 6 |
| 24x24x18 | 8 |
| 12x24x18 | 6 |
| 24x12x18 | 3 |
| 12x24x12 | 4 |
| 24x24x12 | 6 |
| 24x12x12 | 3 |

3.13. SPECIALIZED FILTRATION:

The Aviation Department utilizes specialized filtration throughout many of the facilities. The list below is the current "known" specialized filtration used in the Aviation Department equipment. The list is not intended to provide all possible specialized filtration that may be used during the term of this contract.

- A. **Hydrosil XB-17:** Hydrosil XB-17 is an activated carbon (Potassium Permanganate) blended with HS-600. This product has successfully removed Volatile Organic Compounds (VOC) throughout the Airport. The Aviation Department has refillable trays for this product. On an as-needed basis, the Contract will be asked to:
1. purchase the product in bulk.
 2. remove the existing trays within the air handler(s).
 3. empty and properly dispose of the spent product.
 4. refill the trays with the new Hydrosil XB-17.
 5. shake/dust off the trays and reinstall them in the air handler(s).

This may require the use of cranes or other equipment to place the filled filter trays near the air handler.

- a. The Contractor will need to schedule this work with the ADR so that it does not impact Airport operations. All work must be performed within the product manufacturer and Aviation Department guidelines. The Contractor will be paid at the standard installation labor rate.

- b. Substitute products of the Hydrosil XB-17 must be requested in writing with backup documentation through the ADR. The ADR will provide the final answer regarding any substitutions.
- B. **Pre-Assembled/Filled Carbon Filters:** These filters have been used rarely throughout the Airport.
- C. **Filter types and Sizes:** The ADR may request filter types or sizes that are not specifically detailed within this agreement. These may be uncommon sizes, rigid/V-bank types, or others as needed.

3.14. ADVANCED FILTRATION:

Contractors are asked to provide an additional specification detailing a more advanced air filtration product(s). Advanced filtration may include increased dust-holding capacity or longer intervals between changes. These features must be attainable without impacting the filter's or the equipment's efficiency while maintaining or improving indoor air quality.

The Aviation Department may work with the successful Contractor to install the advanced filtration products on a trial basis. Pricing for the advanced filters will be per quote and approval by the ADR. The City makes no guarantee that any of these new advanced filtration products will be purchased.

3.15. INDEPENDENT LAB STUDIES:

Lab Studies follow the ASHRAE test standards 52.2-2017 or the most current edition, the industry-accepted testing method.

- A. Filters must be Class II listed per U.L. Standard 900.
- B. The City of Phoenix reserves the right to have one or more of the filters supplied tested for compliance with the requirement filters. If the filter(s) tested do not meet these requirements, the City of Phoenix may reserve all rights within the cancellation clause of this Contract, and any reasonable expense of the testing will be done by the Contractor.

3.16. FILTER INSTALLATION PROCEDURES:

- A. The installation service date must be written on the air filters at the time of installation.
- B. Filters may be staged in the mechanical room if installed within 24 hours of the last service.
- C. All dirty or spent filters must be contained within an original, labeled box and removed within 24 hours of the service.
- D. Dirty filters and related materials are to be disposed of at the waste/recycling collection area at the Facilities and Services yard, located at 2515 E. Buckeye Road, Phoenix, AZ 85034.

3.17. FILTER REPLACEMENT SCHEDULE:

- A. Pleated 1", 2" and 4" filters must be replaced at regularly scheduled intervals or by magnahelic reading as determined by the manufacturer and approved by the ADR.
- B. The CAFS must use the manufacturers' recommended magnahelic reading to best determine the filter change intervals of all HVAC filters, where applicable.
- C. Where scheduled filter replacement is applicable, the Contractor must monitor the replacement schedule and, when necessary and upon approval of the ADR, adjust the schedule to provide maximum filter life and allow equipment to operate at peak efficiency.
- D. If the ADR identifies a filter needing replacement, a 24-hour notice will be given to the Contractor to replace the filter(s). If the corrective action is not taken within the time limit, the Liquidated Damages clause of this contract will be enforced.
- E. The CAFS and the Contractor are responsible for ensuring strict adherence to the filter change schedule, inspections, and all contractual requirements

3.18. INSPECTIONS AND MONTHLY REPORTS:

The Certified Air Filter Specialist (CAFS) is required to conduct equipment inspections and provide the ADR with a monthly written report containing the following information:

- A. List and evaluate the equipment and filter conditions of all equipment serviced and inspected within the prior 30-day work period.
- B. Equipment scheduled for service and inspections within the next 30-day work period.
- C. If applicable, the Contractor will record the magnahelic readings prior to changing any filter and after the service is completed.
- D. The CAFS is required to inspect the filter in each piece of major air-handling equipment within 60 days. Major air handling equipment is defined as an air handler located within a mechanical room.
- E. The CAFS will recommend changes in the schedule that will maximize the filter's useful life and reduce the equipment's need to operate at peak efficiency.
- F. The CAFS must strictly adhere to the filter change, inspection schedules and requirements.
- G. The monthly report must include the basis for any recommended inspection or filter change schedule changes. Examples include magnahelic readings or visual inspections. No schedule adjustment or change interval adjustment will be made without the ADR's prior approval.

H. The monthly report must be delivered to the ADR by the 5th of each month.

3.19. FILTER LOGBOOKS:

- A. The Contractor must provide/place a filter logbook at each air handler. The logbook format must be preapproved by the ADR.
- B. After the service, the CAFS will be responsible for documenting the installation of the filters in the individual filter logbooks.

3.20. SERVICE TICKET:

- A. The Contractor must provide a service ticket. This service ticket must be a preprinted document with the company logo and sequential invoice numbering and have three (3) copies.
 - 1. The original will be kept by the Contractor.
 - 2. The second copy will be turned into the ADR at the end of each workday that services are performed.
 - 3. The third copy will be mailed back to the Aviation department along with the invoice to document services performed.
- B. The service ticket must contain the following information for each piece of equipment serviced:
 - 1. Date, start time and end time.
 - 2. Building(s) work performed in. This must include the area of the building (i.e., concourse, level, or main terminal).
 - 3. Names of all technicians on-site. All must be NAFA Certified Technicians.
 - 4. Equipment number as designated by the Aviation Department.
 - 5. The types, sizes, and quantities of filters installed, as well as any light bulbs, fasteners, bolts, nuts, clips, frames, spacers, or gaskets installed or needed for installation.
 - 6. Where applicable, the magnahelic reading before the service and the magnahelic reading after the service.
 - 7. The condition of the filter(s) removed.
 - 8. If the Contractor technicians cannot restart a piece of equipment after the service is completed, they must contact a Mechanical Maintenance Supervisor or Technician. The service ticket must list the name of the Mechanical Maintenance staff that assisted them, the time, and confirmation that the equipment was successfully restarted.

9. Confirm the air handler room floor was swept clean before they left. The service ticket must note any items cluttering the room and restricting access.
10. Identify any filters left in the room. This includes any filters "staged" for future installation. Staged filters must be contained in the original labeled box, and the installation date must also be clearly written on the box. Any dirty or spent filters must be contained within an original, labeled box and removed within 24 hours.
11. Note any issues identified with the equipment serviced. This may include dirty coils, slipping, worn, or broken belts, etc.
12. The Contractor must document the inability to access an area on the service ticket with the following information for the ADR to investigate and assist in gaining access to the area.
 - a. Terminal or building name.
 - b. Floor level and/or concourse.
 - c. Room name/number, door number, air handler, or equipment number.
 - d. Type of locking device (ACAMS, Trilogy Lock, or Key Access).

3.21. SPECIALIZED EQUIPMENT:

- A. The Contractor is expected to have the tools, equipment, and/or vehicle(s) considered standard to the trade available and at no extra cost to the City.
- B. The Contractor may be required to utilize special equipment to complete the services. The Contractor may be reimbursed for the rental of any specialized equipment (**that has been pre-approved by the ADR**) required to complete a job.
- C. The reimbursement will be for the actual cost to the Contractor. Documentation of the cost must be included with the final invoice and there will be **no markup** permitted on rental equipment costs. The City **will not** accept any invoice that has been altered in any manner.
- D. Special equipment may be temporarily stored on-site if the ADR is able to coordinate a storage location/space. During the temporary on-site storage, the City is not responsible for such equipment's loss, theft, or damage. It is the responsibility of the Contractor to secure this equipment.

3.22. ADDITIONAL WORK:

The ADR may request additional work within the scope under the resultant contract to be completed. The contracted labor rate for "Additional Work" will apply in this instance. When completing any additional work, any required parts or equipment will be priced per the contract pricing.

3.23. SUBCONTRACTING:

- A. The Contractor must obtain approval from the ADR before any subcontracting work is performed. The ADR reserves the right to conduct necessary check(s) and references on the subcontractor's background and decide to approve or reject the use of the submitted subcontractor(s).
- B. The Contractor may be required to subcontract for proprietary items and/or other services. The Contractor shall be responsible for all payments to the subcontractor, including but not limited to labor, parts and materials incurred from subcontracting the services to other companies/vendors.
- C. Contractor will be reimbursed for all subcontracting at actual cost. **No markup is allowed.** The original invoice from the subcontractor must be submitted with the Contractor's invoice for payment.
- D. Subcontractors providing service under this contract must comply with the same service requirements and meet the same quality of service required of the Contractor.
- E. If a subcontractor's service is being used to perform HVAC filtration maintenance, the subcontractor's employees **must** also be NAFA Certified Technicians.
- F. No subcontract under this Contract shall relieve the Contractor of responsibility of service. The Contractor must manage all schedules, quality, performance, and project management for subcontractors. The Contractor shall be held solely responsible and accountable for the service and/or repairs for which the Contractor has subcontracted.
- G. The Contractor will be responsible for escorting the subcontractor when working in the airport's restricted areas.
- H. The City of Phoenix reserves the right to have the Contractor remove the subcontractor or any of the subcontractor's employee(s) deemed unsatisfactory.
- I. The Contractor is responsible for ensuring that any and all subcontractors possess all valid certifications and/or licenses as required by federal, state, or local laws to perform any work related to this Contract before the start of work.

3.24. SAFETY, PRECAUTIONS AND CLEANLINESS:

The Contractor must:

- A. Be solely responsible for means, methods, techniques, procedures, and safety precautions in connection with the performance of these services.
- B. Be responsible for the supervision and execution of services by its employees.

- C. Have sufficient protective barriers and warning signs to conduct specified services safely.
- D. If applicable, supply and wear the required personal protection equipment while performing services under this contract.
- E. Maintain a high standard of cleanliness during and after each service. Contractor waste will be removed from the City property. Waste disposal must comply with all local, city, state, and federal laws.
- F. All materials, tools, equipment, etc., must be removed or safely stored. The City is not responsible for theft or damage to the contractor's property.
- G. The Contractor must provide trucks and vehicles licensed for use on public streets and licensed in the State of Arizona. Vehicles must have identification that includes the company's name and/or logo so that it is apparent as to the nature of the occupant's business. Identification must appear on both the left and right sides of the vehicle.
- H. Other than earplugs or safety glasses, no listening device, ear buds, MP3 player, Walkman-type, or other radios that may impede hearing or sight will be allowed.

3.26. PRICING STRUCTURE:

Low bid will be determined by the grand total of all Core Filters and Standard Filter Installation Rate. See Exhibit B: Pricing Proposal.

4. Standard Terms and Conditions

4.1. 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" Day or days means calendar days unless otherwise specified.

"Aviation 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.

4.2. 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. Submittals
 9. Exhibits
 10. Instructions to Contractors
 11. 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.

4.3. 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 vendor 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. Contractor shall comply with the provisions of the Supplemental Terms and Conditions to All Airport Agreements attached, marked Exhibit A, and incorporated herein by this reference.

- G. **Sensitive Security Information (SSI):** Contractor shall comply with the requirements 49 C.F.R. Parts 15 and 1520, prohibiting the unauthorized release of Sensitive Security Documents, which includes photographs and/or videos taken of secured areas of the airport. Upon the receipt or creation of any SSI documents, including photographs and/or videos taken of secured areas of the airport, Contractor shall be required to complete and submit the attached City of Phoenix Aviation Department Sensitive Security Information Acknowledgment Form, marked Exhibit B and incorporated herein by this reference. Information on the maintenance, safeguarding and disclosure of SSI is available at <https://www.tsa.gov/sites/default/files/ssi-best-practices-guide-for-non-dhs-employees.pdf>.
- H. **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.
- I. **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.
- J. **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.

4.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith

dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. Notice

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

Notices to the City shall be sent to both:

City of Phoenix Aviation Department
Aviation Headquarters
ATTN: Contracts & Services Division
2485 East Buckeye Road
Phoenix, AZ 85034
Facsimile: 602-273-2080

Email: avn.contract.services@phoenix.gov

City of Phoenix Aviation Department
Aviation Headquarters
ATTN: Aviation Supervisor III Facilities and Services Division
2485 East Buckeye Road
Phoenix, AZ 85034

Email Rusty.Farnsworth@phoenix.gov

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Section VI – Submittals of this Contract.

Notice given in compliance with this Section is deemed received (A) on the day it is personally delivered, (B) on the day it is sent by email, (C) on the day it is sent by facsimile transmittal, (D) two (2) days after it is deposited with any commercial air courier or express delivery service, or (E) five (5) days after it is sent by registered or certified mail as provided above. Any time period stated in a notice shall commence on the date the notice is deemed received. Actual receipt is not required.

If notice is sent by email or facsimile transmittal, then a paper copy shall be sent by prepaid regular first-class mail through the United States Postal Service to the Party at the address listed above. Duplicate notice is merely a courtesy and does not change or extend the effective date of the notice. The failure to receive the duplicate notice does not affect the validity of the notice sent by email or facsimile transmittal.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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. Please refer to the Aviation Department's Contractor Communication Procedures at <https://www.skyharbor.com/airport-business/on-airport-business/consultants-contractors-tenants/>.

4.16. Strict Performance

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

4.17. 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 Aviation Department Director prior to the institution of the change.

4.18. Attorney Fees

In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, "prevailing party" means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.

4.19. Headings

Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.

4.20. National Emergency

This Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.

4.21. No Impairment of Title

Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.

4.22. No Personal Liability

The City's officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor, and are not obligated to perform under any provision of this Contract.

4.23. Successors and Assigns

This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.

4.24. Termination for Non-Appropriation of Funds

This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.

4.25. Breach and Remedies for Breach

The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:

- Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
- Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
- Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.
- Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or action seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

Upon the occurrence of any breach by Contractor, the City may elect to do any or all the following at one time or over a period of time:

- File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- Exercise any and all remedies allowed at law or in equity.
- Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.

The City's exercise of any remedy does not terminate and shall not be construed to terminate this Contract. Termination of this Contract must be evidenced by a writing signed by the City for that purpose. The foregoing list of remedies is not exhaustive, and the rights and remedies of the City under this Contract are non-exclusive.

4.26. Claims Against the City

Contractor shall comply with the procedures set forth in Chapter XVIII, § 14 of the Charter of the City of Phoenix (claims or demands against the City) and A.R.S. § 12-821 and § 12-821.01 (notice of claim statutes) for presenting claims or demands against the City. Nothing in this Contract constitutes a contractual term that requires a dispute resolution process, an administrative claims process, or review process, as those terms are used in A.R.S. § 12-821.01(C), so as to affect the date on which a cause of action accrues under A.R.S. § 12-821.01(A) and (B).

4.27. Delinquent Account Fee

Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.

4.28. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.

4.29. Fair Interpretation

Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.

4.30. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

4.31. 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.

4.32. Title VI Solicitation Notice

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. Special Terms and Conditions

5.1. 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.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Phoenix Sky Harbor International Airport, Facilities & Services Division, 2515 East Buckeye Road, Phoenix, AZ 85034.

5.3. Price

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

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Aviation 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 Aviation Department Director.

5.4. Method of Ordering

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

5.5. Method of Invoicing

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

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

- Remit to address

5.6. Supplier Profile Changes

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

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

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

5.8. 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.

5.9. 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.

5.10. Delivery

All deliveries shall be made between the hours of 8:00 a.m. and 10:30 p.m., local time, Monday through Friday, excluding City holidays. City holiday calendar: <https://www.phoenix.gov/calendar/holidays>

5.11. 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

5.12. 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.

5.13. Contract Worker Background Screening

Contractor agrees that all Contract Workers that Contractor allows to perform work under this Contract shall be subject to background and security checks and screening (Background Screening). Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Contractor agrees that Background Screenings required by this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor’s work under this Contract or Contractor’s failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under this Contract.

As used in this Section, “Contract Worker” means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

5.14. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Contractor must verify the legal Arizona worker status of each Contract Worker. Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

5.15. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Contractor to:

- A. Have a Contract Worker provide fingerprints and execute any document that is necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- B. Act on newly acquired information, whether or not the information should have been previously discovered;

- C. Unilaterally change its standards and criteria related to the acceptability of Contract Workers; and
- D. Object, at any time and for any reason, to a Contract Worker performing work under this Contract, including supervision and oversight services.

5.16. Contractor Certification

By entering into this Contract, Contractor certifies that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate, complete, and current. A Contract Worker that is rejected for work under this Contract shall not perform any work under any other contract or engagement Contractor has with the City without the City's prior written approval.

5.17. Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

5.18. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including the Contractor's disqualification of any Contract Worker or the City's failure to enforce this Section.

5.19. Continuing Duty and Audit

Contractor's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Contractor shall immediately notify the City of any change to a Contract Worker's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

5.20. Contract Worker Access Controls and Airport Security Badge Requirements

Contractor shall not allow a Contract Worker to begin work under this Contract until Contractor has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract.

5.21. Security Identification Display Area (SIDA) Badge Process

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from the Aviation Department's Public Safety and Security Division's Badging Office (Badging Office). Contractor must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Contractor shall pay for all fees associated with SIDA badging process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at: <https://www.skyharbor.com/airport-business/security-badging/>.

As used in this Section, "restricted area" means the secured area and SIDA area of the Airport. "Secured area" means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. "SIDA area" means the secured area and other areas designated by the Aviation Department, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. "Sterile area" means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of the Aviation Department Rules and Regulations for a complete definition of the foregoing terms.

5.22. Risk-Based Background Check Process

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A STANDARD RISK [or MAXIMUM RISK] BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, "background check" means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker's legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker's ability or fitness to perform work under this Contract.

- A. Before any work is performed under this Contract, Contractor shall provide the City with a list of its Contract Workers.
- B. If any dispute arises related to a background check process or criminal history check information, then Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.

- C. In making the determination whether information in a background check renders the Contract Worker disqualified, Contractor should be guided by the following principles and guidelines:
1. Disqualification should not be based solely on a criminal conviction, unless the conviction related to performance under this Contract.
 2. Arrests that did not result in a conviction being entered or charges being filed may not be considered.
 3. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.
 4. Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.
 5. Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:
 - Duties of the position
 - Time, nature, and number of negative events and convictions
 - Attempts and extent of rehabilitation efforts
 - The relation between the duties of the position and the nature of the crime committed
- D. The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Contractor should review the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.
1. For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.
 2. For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.
- E. If a background check shows that the disposition of an arrest is unknown, then Contractor must determine the disposition of the arrest.

- F. Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)
- G. In a standard risk background check, Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Contractor must engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker. After Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.
- H. In a maximum risk background check, Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.
 - 1. If the City approves a Contract Worker, then the City will notify Contractor of that fact and the Aviation Department will issue the appropriate airport security badge to the Contract Worker.
 - 2. If the City denies a Contract Worker, then the City will notify Contractor of that fact and Contractor will reevaluate the Contract Worker to determine whether the person should be disqualified. If Contractor believes there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, then Contractor will discuss those circumstances with the City. The City will review the matter and its decision on disqualification is final.
 - 3. The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.
- I. If Contractor is a sole proprietor, Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.
- J. Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

5.23. Standard Risk Background Check

A standard risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Contractor shall conduct a standard risk background check on all Contract Workers whose work under this Contract requires:

- An airport security badge or key for access to City facilities,
- Access to sensitive information, confidential records, personal identifying information, or restricted City information, or
- Unescorted access to City facilities during normal and non-business hours.

“Personal identifying information” is defined by City of Phoenix A.R. 4.45.

5.24. Scope of the Standard Risk Background Check

The standard risk background check conducted by Contractor must be based on the real identity and legal name of the Contract Worker and include felony and misdemeanor records checks from any county in the United States, the state of Arizona, and any other jurisdiction where the Contractor Worker has lived at any time in the last seven (7) years.

5.25. Airport Security Badge Handling Procedures

Contractor will comply with the following airport security badge handling procedures:

Key Access Procedures. If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued and Contractor must complete a return form and submit it to the City for each key issued.

Stolen or Lost Badges or Keys. Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key.

Return of Badges or Keys. All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.

Employee Identification and Access. Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. The Aviation Department will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

Badge Fees. Contractor shall pay the airport security badge fees set forth in § 4-11(D) of the Phoenix City Code.

5.26. Contractor's Breach of Aviation Security Procedures

Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

- A Contract Worker gains access to a City facility or a restricted or secured area of the Airport without the proper airport security badge or key
- A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport
- A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key
- A Contract Worker or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key
- Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

5.27. Liquidated Damages and Remedies for Breach of Aviation Security Procedures

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$1,000.00 for each breach of Aviation Security Procedures and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty, but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

5.28. Contractor Certification

Contractor certifies to the City that Contractor has read the foregoing Background Screening requirements and that all Background Screening information Contractor furnished to the City is accurate, complete, and current. Contractor further certifies to the City that Contractor has satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

5.29. Sensitive Security Information (SSI)

Contractor shall comply with the requirements 49 C.F.R. Parts 15 and 1520, prohibiting the unauthorized release of Sensitive Security Documents, which includes photographs and/or videos taken of secured areas of the Airport. Upon the receipt of creation of any SSI documents, including photographs and/or video taken of secured areas of the Airport, Contractor shall be required to complete and submit the attached City of Phoenix Aviation Department Sensitive Security Information Acknowledgement Form, marked Exhibit D and incorporated herein by this reference. Information on the maintenance, safeguarding and disclosure of SSI is available at <https://www.tsa.gov/sites/default/files/ssi-best-practices-guide-for-non-dhs-employees.pdf>.

5.30. Confined Space Structure Entry

Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

5.31. 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.

5.32. 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. Defense and Indemnification

6.1. 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.

7. Insurance Requirements

7.1. Contractor's Insurance

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

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

7.2. 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.

7.3. 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.
- The policy must not contain any exclusions for operations on or near airport premises.
- There shall be no endorsement or modification which limits the scope of coverage or 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.

7.4. 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) \$5,000,000

- 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.
- The policy must not contain any exclusions for operations on or near airport premises.
- 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.

7.5. 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.

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within five (5) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix, Aviation Department, Contracts and Services, 2485 East Buckeye Road, Phoenix AZ 85034 OR inbox@cop.complianz.com .

7.7. 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 this Contract.

All certificates required by this Contract must be sent directly to City of Phoenix Aviation Department Contracts and Services Division, 2485 East Buckeye Road Phoenix, Arizona 85034-4301, paul.pociask@phoenix.gov. The City project or 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.**

The initial certificates required by this Contract shall be sent directly to:

City of Phoenix
Aviation Department
Contracts and Services Division
2485 E. Buckeye Rd.
Phoenix, AZ 85034
Email: paul.pociask@phoenix.gov

All subsequent and renewal certificates of Insurance and endorsements shall be sent directly to:

City of Phoenix
Aviation Department
c/o EXIGIS Insurance Compliance Services
PO Box 4668 – ecm #35050
New York, NY 10163-4668
Email: inbox@cop.complianz.com

7.8. Acceptability of Insurers

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

7.9. Subcontractors

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

7.10. Approval

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

8. Submittals

8.1. Copies

Submission of Offer –Hard Copy Submission:

- A. Refer to “SUBMISSION OF OFFER” paragraph 2.10 under the “SECTION II – INSTRUCTIONS” of this solicitation document.
- B. Please submit one original, one **1 copy**, and **two (2) electronic copy** (portable drive or CD) of the Submittal Section and all other required documentation.
- C. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City’s best interest to release Offer(s).
- D. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful Offer into the awarded Contract.

Submission of Offer –Electronic Submission:

- A. Refer “SUBMISSION OF OFFER” paragraph 2.10 under the “SECTION II – INSTRUCTIONS” of this solicitation document.
- B. **Electronic Bid Submission via email:** Offers is to be submitted electronically via email to the following email addresses:
 - 1. paul.pociask@phoenix.gov
 - 2. avn.solicitations@phoenix.gov
- C. **The email subject line must include solicitation number and title.** For example: *AVN IFB 25-018 HVAC Filter Parts and Services*
- D. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City’s best interest to release offer(s).
- E. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded Contract.