



**CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT**

**REQUEST FOR PROPOSALS  
PTD19-008**

**BUS OPERATIONS CONTROL CENTER  
AND DATA COLLECTION SERVICES**

**Procurement Officer**  
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**ATTACHMENT** *(separate files)*

Attachment A – Fee Schedule

Attachment B – Draft Master Agreement

**EXHIBITS** *(separate files)*

Exhibit A – Technical Requirements

Exhibit B – Operations Control Center (OCC) Site Plan

Exhibit C – Operations Control Center (OCC) Warm Site Plan

Exhibit D – Operations Control Center (OCC) and Data Collection Job Descriptions

Exhibit E – Operations Control Center (OCC) and Data Collection 2019 Wages



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**Please read before continuing to the Offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.**

### SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed.
- 2. All of Section VI, Submittals, are included.
- 3. The prices offered have been reviewed.
- 4. The price extensions and totals have been checked.
- 5. Any required drawings or descriptive literature have been included.
- 6. The delivery information block has been completed.
- 7. If required, the amount of the bid surety and the surety have been included.
- 8. Review the insurance requirements to assure you are in compliance.
- 9. The specified number of copies of your Offer have been included.
- 10. Any addenda have been signed including the Solicitation Disclosure Form.
- 11. The mailing envelope has been addressed to:  
  
Public Transit Department  
302 N. 1st Avenue, Suite 900  
Phoenix, AZ 85003
- 12. The mailing envelope clearly shows:  
  
Your company name and address, the solicitation number, and the proposal opening date.
- 13. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



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### 1.1. INTRODUCTION

The City of Phoenix Public Transit Department is requesting Offers from qualified Offerors to manage the CITY's fixed route (bus) transit fleet as described in this Request for Proposals, in accordance with the terms and conditions contained herein.

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

Copies of the current contract and associated change orders may be obtained from the City Clerk by calling 602-262-6811 or emailing the Clerk's office [mailbox.city.clerk.department@phoenix.gov](mailto:mailbox.city.clerk.department@phoenix.gov); reference contract number 140776.

### 1.2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the CITY'S procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The CITY may, at its sole discretion, reject any Offer from an Offeror who has not registered.

### 1.3. SCHEDULE OF EVENTS

EVENT	DATE
RFP Issued	August 6, 2019
Pre-Offer Conference Date & Time	August 15, 2019, 1:00 p.m. Local Time
Pre-Offer Conference Location	City of Phoenix Public Transit Department 302 N. 1 <sup>st</sup> Avenue, 2 <sup>nd</sup> Floor, Ironwood Room Phoenix, AZ 85003
Written Inquiries Due Date	August 21, 2019
Offer Due Date and Time	September 10, 2019, 2:00 p.m. Local Time
Offer Submittal Location	City of Phoenix Public Transit Department 302 N. 1 <sup>st</sup> Avenue, Suite 900 Phoenix, AZ 85003

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

### 1.4. PRE-OFFER CONFERENCE

Proposers are strongly encouraged to attend the pre-offer conference. The pre-offer conference will be held at the date, time and location indicated in Section 1.3, Schedule of Events. The terms, conditions, and Scope of Work will be reviewed and discussed. Technical questions will not be addressed but will be subsequently answered in writing, in the form of an addendum, to all Offerors.



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### 1.5. SITE VISIT

A one-time site visit of the Public Transit Department's Operations Control Center located on the 5<sup>th</sup> floor will be conducted immediately following the pre-offer conference. Offerors should note this is the only site visit that will be available to Offerors. Submission of a proposal will be prima facie evidence that the Offeror is, in fact, aware of all conditions affecting performance and proposal prices.

### 1.6. GOALS AND OBJECTIVES

1.6.1 It is the aim of the CITY to provide effective and efficient public transportation; enhance overall transportation capacity; reduce traffic congestion, air pollution and the use of petroleum fuels; and improve the quality of urban development. The CITY's goals include:

- Provide a high quality, safe and secure public transportation system.
- Operate a system that is sensitive to the needs of seniors and persons with disabilities.
- Operate as effectively as possible.
- Operate as efficiently and economically as possible to provide service at the lowest cost to both passengers and taxpayers.
- Achieve effective communication with passengers, general public, news media, and community leaders.
- Provide greater mobility throughout the region by providing better access to public facilities and local and regional destinations.
- Avoid use of private automobiles for as many trips as possible, thus minimizing congestion and air pollution.
- Provide connections to local and express bus routes.
- Provide connections to outlying parking facilities.
- Provide connections to the METRO light rail system.

1.6.2 It is the CITY's intent that the transit system adhere to a set of objectives by which progress towards achieving these goals can be measured. These objectives fall into four broad categories that address level of service, efficiency and economy, safety, and communications:

- The system seeks to reach potential riders by initiating new or improved service whenever possible and operating in concert with passenger demand.
- Reduce operating costs, simplify fare structures, coordinate fixed route and special transit services, improve operating efficiency, and involve private sector in the provision of public transportation are among several ways system productivity and economy are enhanced.
- Safety of passengers and employees is sought through well-maintained equipment, regularly monitored vehicles, well-trained staff, and the use of reasonable risk control techniques.
- Good public communications is an important responsibility for the system both in terms of publicizing transit services and obtaining valuable information about transportation demand and passenger needs. Cooperating with public agency-developed marketing program, coordinating with other local and



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regional transportation agencies, and incorporating community input promotes transit use regionally.

Each transit contractor to the CITY is expected to strive to achieve these goals and objectives. Additional goals specific to this project are included in the solicitation Scope of Work.

### 1.7. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov>. Internet access is available at all public libraries. Any interested Offerors without Internet access may obtain this solicitation by calling (602) 534-8289. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

Offerors shall acknowledge receipt of all addenda by completing the Addenda Certification form, located in Section 6.3 of the RFP, and submitting the form with their Offer. Offerors may not rely on oral communications with CITY employees, and no oral communication is binding on the CITY.

### 1.8. **INQUIRIES**

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

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

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

### 1.9. **RFP INCONSISTENCIES OR ERRORS**

If an Offeror discovers any errors, ambiguities, inconsistency or discrepancies in or between the RFP and other related documents, the Offeror shall promptly notify the Procurement Officer in writing. If the Offeror fails to notify the CITY by the last date for submission of written inquiries indicated in Section 1.3, Schedule of Events, this failure waives all claims of ambiguity, inconsistency or error, and the CITY's interpretation of the RFP will govern.

### 1.10. **ADDENDA**

The CITY is not responsible for any oral instructions made by any employees or officers of the CITY in regard to the solicitation instructions, plans, drawings, specifications, or contract documents. Any changes to the solicitation will be in the form of an addendum, which will be available at <https://solicitations.phoenix.gov> or by calling (602) 534-8289. All addenda are part of the RFP and the resulting Contract.

Offerors shall acknowledge the receipt of all addenda by submitting a signed copy of the "Addenda Certification" (Section 6.3) with their Offer.





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### 1.11. 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 and local laws at the applicable time that the certification or license is required.

### 1.12. 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.

### 1.13. CERTIFICATION

By signing the Offer (Section 6.5), 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.

### 1.14. SOLICITATION TRANSPARENCY POLICY

Consistent with Phoenix City Code 43-36, beginning on the date the RFP is issued and until the date the Phoenix City Council authorizes award of the contract or the RFP withdrawn, all persons or entities that intend to respond to this RFP (PTD19-008) to provide the Operations Control Center and Data Collection Services, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offeror) shall refrain from any direct or indirect contact with any person (other than the designated Contracting Officer and/or Contracts Specialist II) including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads directly associated with the solicitation (including in each case their designated staff), the Mayor and other members of the Phoenix City Council.

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 committee members.

Offerors may discuss their Offer 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.



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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 evaluation committee 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 FROM THIS SOLICITATION.** After official Notice is received from 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 shall be disqualified until the resulting Contract(s) are awarded or the Solicitation is cancelled, or all Offers or responses are rejected. If the CITY intends to reissue the same or a similar solicitation, submitters shall follow the Solicitation Transparency Policy as it exists in the Phoenix City Code, and shall follow the terms and conditions of the reissued solicitation.

### 1.15. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the CITY 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 late.

### 1.16. PREPARATION OF OFFER

1.16.1. All forms provided in the Submittal Section must be completed and submitted with the Offer. The signed and completed Solicitation Disclosure Form must be included or your Offer may be deemed non-responsive.

1.16.2. 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 shall be altered, amended or withdrawn after the specified Offer due time and date. The CITY is not responsible for Offeror's errors or omissions.

1.16.3. All time periods stated as a number of days will be calendar days, unless otherwise stated.

1.16.4. 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.



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- B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.
- C. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.

1.16.5. 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 RFP. All materials and documents submitted in response to this solicitation become the property of the CITY and will not be returned.

1.16.6. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that Offers submitted should be for 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.

1.16.7. Prices shall 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 shall prevail unless obviously in error.

### 1.17. CONTENT OF OFFER

Offers must be prepared in accordance with the instructions outlined in this section and must include all of the information requested in this RFP. Noncompliance with RFP requirements may constitute a ground to eliminate the Offer from consideration of the Contract award.

Offer shall be specific and complete in every detail with concise information of the Offeror's ability to meet the objectives of this RFP. Limit Offer response to fifty (50) single-sided pages or twenty-five (25) double-sided. Resumes, organizational charts, financial information and other required forms are not included in the page limitation. The Offer must be organized in a tabular format and divided by sections, in accordance with the outline below.

#### 1.17.1. Technical Proposal

##### Tab 1 – Introduction

- A letter of introduction identifying the Offeror, including name, title, address, telephone number and email address, and signed by a representative authorized to bind the Offeror to the terms of the Offer.
- A statement indicating the number of days from the date of submittal for which the Offer is valid (minimum acceptable validity is 180 days).
- Management summary providing an overview of the Offer.



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### Tab 2 – Qualifications and Experience of the Offeror

- Describe the Offeror's experience and qualifications in performing services of comparable size, scope and complexity to the work described in the RFP.
- List all agencies for which Offeror has performed fixed-route and related services similar to the work described in the RFP during the past five (5) years. If applicable, include at least one reference from an agency for which you successfully transitioned fixed route service where you were not the incumbent.
- Include contact person, current telephone number, e-mail address, type and description of services provided, dates of service, and name of the client.
- Describe the Offeror's experience in providing oversight and/or key support services to a regional transit agency.
- Provide a brief description of the Offeror's history, and describe the Offeror's current workload capacity and ability to meet the July 1, 2020 contract start date.

### Tab 3 – Proposed Organizational Structure

- Identify Offeror's proposed key staff and any additional staff that will be used exclusively for the transition and start-up of this project. Submit resumes detailing their qualifications and experience, including detailed descriptions of their involvement with projects of similar scope, levels of training received and expected utilization period.
- Provide the proposed organizational structure and staffing, including incorporation of existing key personnel, to accomplish the work required. Include the number and identification (by title, position or job classification) of personnel the Offeror intends to utilize in providing services.
- Describe the Offeror's operating capability and its methods and resources to perform the services required in this RFP.
- Describe Offeror's procedures for retaining trained and qualified personnel.

### Tab 4 – Offeror's Understanding of the Scope of Work and Transition Plan

- Provide a comprehensive, detailed plan of how all start-up tasks will be completed prior to the commencement of service.
- Describe how the Offeror will achieve a smooth transition which will not have an adverse impact to the operations of the CITY's transit services, the regional transit system or transit customers/passengers.
- Describe how service will be monitored to ensure service quality and efficiency, and coordination during service changes.



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- Describe the Offeror's method of communicating instructions to supervisors, schedulers and other employees, as well as receiving and responding to communications from the CITY.
- Describe the Offeror's ability to meet all CITY reporting requirements as specified in the Scope of Work. Offeror's ability and willingness to work with CITY staff and develop meaningful reports that shall be periodically submitted to the CITY.

### Tab 5 – Other Required Submittal Forms (Section VI)

- Addenda Certification (6.3)
- Solicitation Disclosure Form (6.4)
- Offer Form (6.5)

#### 1.17.2. Fee Schedule and Financial Information

The Offeror must complete and submit the following in a separate sealed envelope:

##### Fee Schedule – Attachment A

- Offeror shall complete the Fee Schedule in its entirety and submit with their Offer. Pricing shall be all inclusive of labor, salaries, benefits, overhead, administrative support, and any project related costs (i.e. rent, supplies, utilities, printing services, postage, etc.), except applicable state and local tax.
- Completed Section 6.2, Payment Terms.

##### Financial Information

The CITY Auditor or other designated personnel will independently review this category. This category will not be scored but will be reviewed to determine the financial responsibility of the Offeror. Unless an Offeror's financial responsibility can be fully verified and documented, the CITY will deem its Offer non-responsible. See also, Section 1.26(B) below. Each Offeror shall submit the following financial information with its Fee Schedule and Financial Information.

##### Required Components

1. Offeror's audited financial statements for the last three (3) years, which must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Offeror is domiciled and which statements must be audited by an independent, certified public accountant. If Offeror is a partnership, submit audited financial statements for each partner.

The CITY reserves the right to request any statement, or portion of a statement, provided in foreign currency to be converted to United States currency.

If audited statements are not available, the CITY will require Offeror to submit reliable financial information satisfactory to the CITY.

2. State whether any participant in the Offer has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount



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of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."

3. Provide detailed information regarding litigation, liens, or claims that as alleged exceed \$10,000 and have resulted or may result in litigation against any participant.
4. Provide evidence of Offeror's ability to obtain the specified amounts of insurance from an insurance company with an "A.M. Best" rating of not less than B+ VI authorized to do business in Arizona. Disclose intended deductible levels, if any. Disclose the number and amount of all claims paid by Offeror or its insurers in the last five (5) years. Demonstrate that Offeror's financial capability is commensurate with required insurance limits and the proposed deductible levels. See Section IV – Insurance and Indemnification.

### 1.18. OFFEROR EXCEPTIONS

The CITY encourages Offerors to send inquiries to the Procurement Officer during the Inquiries period (see Paragraph 1.8) rather than including exceptions in their Offer.

If included in the Offer, the Offeror shall identify and list all exceptions to this RFP by referring to the page number and the specific section or paragraph to which Offeror takes exception and stating the exception clearly and specifically. The Offeror shall provide a complete explanation of why the exception was taken, proposed alternate language, and what benefit would accrue to the CITY if it considered the exception. The Offeror shall list all exceptions in its technical proposal under the heading "Table of Exceptions to the RFP."

Exceptions that appear elsewhere in the proposal are invalid and will not be considered. Consideration or acceptance of any exception falls entirely under the CITY's discretion.

### 1.19. OFFEROR RIGHTS

All materials submitted in response to this RFP will become the CITY's property and, at the appropriate time, a matter of public record available for review pursuant to A.R.S. 39-121, et seq.

If an Offeror believes that a specific section of its Offer is confidential, the Offeror shall mark the section "CONFIDENTIAL" and segregate it in a specific and clearly labeled section of the Offer. An Offeror may request that specific information contained within its Offer be 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. The Offeror shall state the basis for considering the marked section confidential, including the specific harm or prejudice that may result from disclosure.

Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless such information is necessary to support the evaluation process or is specifically requested in accordance with applicable public records law. When a public records request for such information is received, the CITY will promptly notify the party that provided the documents that a request or requirement to produce the documents has



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been received. Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider's sole cost and expense, to protect the documents against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within seven (7) days after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

### 1.20. OFFER SUBMITTAL INSTRUCTIONS

#### 1.20.1. Due Date and Address

Offers must be in the possession of the front desk at the Offer Submittal Location on or prior to the exact time and date indicated in Section 1.3, Schedule of Events. Late Offers will not be considered. An Offeror mailing its Offer must allow sufficient mail delivery time to ensure that the CITY receives the Offer by the time and date specified. The prevailing clock shall be the date stamp clock on the front desk at the Offer Submittal Location. Neither the CITY nor any CITY official or employee is responsible for Offers not properly addressed, identified and submitted.

Offers must be submitted in a sealed envelope or package and clearly marked with Offeror's name, Offeror's Address, RFP number, RFP title and the RFP Opening Date on the outside of the envelope or package.

Offers must be received at or sent by mail to:

Elizabeth Boynton, Procurement Officer  
City of Phoenix Public Transit Department  
302 North 1st Avenue, Suite 900  
Phoenix, AZ 85003

#### 1.20.2. **Number of Offers Submitted**

Offeror shall submit one (1) original, five (5) printed copies and five (5) electronic copies (*searchable* PDF format on CD or flash drive) of its Offer. Please submit only the Submittal Section, do not submit a copy of the entire RFP document.

### 1.21. OFFEROR CERTIFICATION

By submission of an Offer, the Offeror certifies that it has not paid or agreed to pay any fee, commission, or other item of value contingent on the award of a Contract to any employee, official or current consultant of the CITY.

### 1.22. COVENANT AGAINST CONTINGENT FEES

The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.



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For breach or violation of this warranty, the CITY may annul the Contract without liability; in its discretion, the CITY may deduct from the Contract price the consideration paid; or the CITY may otherwise recover the full amount of the commission, brokerage or contingent fee.

### 1.23. 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.

### 1.24. OFFER RESULTS

Offers will be opened on the Offer due date, time and location indicated in Section 1.3, Schedule of Events. Offers and other information received in response to the Request for Proposals shall be shown only to authorized CITY personnel having a legitimate interest in them or persons assisting the CITY in the evaluation. Offers are not available for public inspection until after award recommendation has been posted on the CITY's website.

The CITY will post a record of the Offer opening on the CITY's website at: <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the Offer opening. The information will be posted as it was read during the Offer opening. The CITY makes no guarantee as to the accuracy of any information on the record of Offer opening. Once the CITY has evaluated the Offers, the CITY will post an award recommendation on the website. The CITY will not provide any further notification to unsuccessful Offerors.

### 1.25. EVALUATION OF COMPETITIVE OFFERS

The CITY will evaluate and may negotiate Offers, select the Offeror whose proposal is the most advantageous to the CITY based on the evaluation criteria, and award any contract in accordance with the criteria and procedures described in this section. The RFP's approach contemplates that proposals will first be evaluated to determine which ones are in the Competitive Range. The CITY may then discuss with Offerors and negotiate Offers in the Competitive Range, after which the CITY may request BAFOs (See Section 1.30).

The CITY may select an Offer for award without discussions or negotiations and without requesting BAFOs. Subject to the CITY's right to reject any or all Offers, the Offeror whose Offer is found to be the most advantageous to the CITY will be selected based on the criteria identified below.

The CITY will appoint an evaluation panel. The evaluation panel may consist of CITY staff, staff from other transit agencies, and other persons. The evaluation panel will conduct detailed evaluations of proposals, establish the Competitive Range, negotiate proposals, and select the Offeror, if any, to receive the contract award.

The CITY may request written clarifications for such purposes as information gathering or eliminating minor informalities in Offers. Clarifications shall not otherwise afford the Offeror's the opportunity to alter or change their Offers.

Proposals will be evaluated and scored by members of an evaluation panel. The





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evaluation criteria used to evaluate and rank proposals are set forth below in order of importance:

### 1.25.1. **Fee Schedule – Attachment A** (Points: 0-500)

Evaluation will be based on the Offeror's Total Cost for services provided to the CITY for the initial five (5) year contract period, plus the optional two (2) year term. The Offeror offering the lowest Total Cost will receive the maximum points allocated for cost. All other Offeror's will receive points based on the mathematical relationship between their proposed Total Cost and the lowest Offeror's Total Cost.

### 1.25.2. **Offeror's Qualifications, Experience and Performance** (Points: 0-200)

May include:

- Demonstrated past and present performance.
- Offeror's history of complaints and termination for convenience or cause.
- Offeror's experience operating within a comparable transit agency.
- Offeror's experience providing oversight and/or key support services to a multi-modal, regional transit agency.
- Professional references.

### 1.25.3. **Offeror's Proposed Organizational Structure** (Points: 0-150)

May include:

- Qualifications and experience of Offeror's key staff assigned to this contract.
- Organizational structure (local, regional and corporate) and staffing to effectively accomplish the work required.
- Strategies for enhancing service quality and oversight, productivity and performance.
- Offeror's procedures for sustaining trained and qualified personnel.

### 1.25.4. **Offeror's Understanding of the Scope of Work and Transition Plan** (Points: 0-150)

May include:

- Understanding of the contract scope of work and complexity of fixed-route services as described in this RFP.
- Offeror's approach to transitioning operations and staff, a service monitoring plan, service efficiency analyses, and coordination during service changes.
- Appropriate labor distribution and prioritization among activities.
- Offeror's proposed reporting, quality control and data integrity plan.

## 1.26. **PRE-AWARD QUALIFICATIONS**

The following requirements determine the Offeror's responsibility. All of these requirements must be met. They are not listed in order of importance. The requirements are as follows:

- A. Offeror shall have direct successful experience in managing an Operations Control Center at a level and capability sufficient to oversee and manage all activities meeting the requirements of this RFP. Offeror shall have provided these services for a minimum of five (5) years, within the last five (5) years.



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- B. Offeror shall possess and demonstrate the financial strength, resources and capability to perform the RFP requirements in a satisfactory manner, as measured by the following:
1. Offeror's financial statements, which must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Offeror is domiciled and which statements must be audited by an independent, certified public accountant.
  2. Offeror's ability to secure the required insurance coverages in limits that meet the minimum RFP requirements in accordance with Section IV of this RFP. Insurance coverages must be evidenced by an insurance certificate or commitment letter from an underwriter confirming that the Offeror is insurable for the required coverages and limits.
- C. Offeror shall demonstrate evidence that its human and physical resources are sufficient to perform the contract requirements to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the contract as required.
- D. Offeror shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity as evidenced by client references.

### 1.27. AWARD OF CONTRACT

Unless otherwise indicated, award will be made to the most responsive, responsible Offeror who is established in the provision of services contained in this solicitation and who has demonstrated the ability to perform in an acceptable manner.

The CITY reserves the right to cancel the RFP in whole or in part, in its sole discretion, at any time before the Contract is approved and fully executed on the CITY'S behalf. In addition, this RFP and any resulting Contract are subject to cancellation in accordance with A.R.S. 38-511. Any such cancellation is without cost to the CITY.

The CITY reserves the right to reject any or all proposals, to undertake discussions with one or more Offerors, and to accept that proposal which, in its judgment, will be the most advantageous to the CITY, considering all of the evaluation criteria.

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.

The "Draft Master Agreement" included in the RFP as Attachment B will form the basis of any Contract between the CITY and the successful Offeror. The successful Offeror will be liable to perform all duties and obligations in the "Draft Master Agreement" and any changes to the Contract.

Within fifteen (15) calendar days of transmission of the Contract from the CITY, the successful Offeror shall sign and deliver the Contract to the CITY.



**1.28. 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.

The CITY's final review of an Offeror's responsibility will be based on the information in the Offer, any information submitted at the CITY's request, all information in a Best and Final Offer, and information received from the Offeror's references. Any Offeror whose Offer does not meet these requirements, as determined by the Evaluation Committee, is not responsible, and the Offeror's Offer will not be considered further in the evaluation process.

**1.29. OFFERS NOT WITHIN THE COMPETITIVE RANGE**

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

**1.30. BEST AND FINAL OFFERS (BAFO)**

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the CITY's sole discretion, may be afforded the opportunity to amend its proposal and submit a BAFO.

If an Offeror's BAFO modifies its initial proposal, the BAFO should include a "Change Log" identifying all modifications made to the proposal. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial proposals. The CITY may adjust the initial scores for criteria that have been affected by proposal modifications made by a BAFO. Based on the criteria defined in 1.25, the CITY will then perform final scoring and prepare final rankings.

**1.31. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

The CITY reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data available to the CITY. This disqualification is at the sole discretion of the CITY. Any Offeror submitting an Offer herein waives any right to object based upon an assertion of an Offeror's conflict now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.



**1.32. PROTEST PROCESS**

Offeror may protest the contents of a solicitation no later than seven (7) days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the CITY. If denied, the opening and award will proceed unless the CITY determines that it is in the CITY's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

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

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

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The CITY will post recommendations on the CITY's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven (7) days after the posting of the award recommendation, with exceptions only for good cause shown, within the CITY's full and final discretion.

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

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

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

**1.33. PUBLIC RECORD:**

All materials submitted in response to this RFP will become the CITY's property and, at the appropriate time, a matter of public record available for review pursuant to A.R.S. 39-121, et seq.

If an Offeror believes that a specific section of its proposal is confidential, the Offeror shall mark the section "CONFIDENTIAL" and segregate it in a specific and clearly labeled section of the proposal. An Offeror may request that specific information contained within



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its Offer be 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. The Offeror shall state the basis for considering the marked section confidential, including the specific harm or prejudice that may result from disclosure.

Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless such information is necessary to support the evaluation process or is specifically requested in accordance with applicable public records law. When a public records request for such information is received, the CITY will promptly notify the party that provided the documents that a request or requirement to produce the documents has been received. Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider's sole cost and expense, to protect the documents against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within seven (7) days after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

### **1.34. 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 Offeror 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.

### **1.35. 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.



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**2.1 DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

<b>Shall, Will, Must:</b>	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the proposal as non-responsive.
<b>Should:</b>	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.
<b>May:</b>	Indicates something that is not mandatory but permissible.
For purposes of this solicitation, the following definitions shall apply:	
"A.R."	City of Phoenix Administrative Regulation.
"A.R.S."	Arizona Revised Statute.
"ADA"	American with Disabilities Act
"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/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Data Collection Services"	Data utilized for reporting requirements for the Federal National Transit Database
"Days"	Means calendar days unless otherwise specified.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"Fiscal Year"	A year that begins on July 1 and ends in the following year on June 30.
"FTA"	Federal Transit Administration.
"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 Offer, 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.
"Operations Control Center"	Management of the CITY's fixed route bus operations.



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“Phoenix Public Transit”	A department within the City of Phoenix that owns and operates transit service for the CITY; the largest member of the regional transit system (Valley Metro).
“Public Transit Director”	The contracting authority for the Public Transit Department, authorized to sign contracts and amendments thereto on behalf of the Public Transit Department.
“Service Area”	The CITY’s fixed route transit service area.
“Solicitation”	Means an Invitation for Offer (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 directly to the CITY.
“Vendor or Seller”	A seller of goods or services.
“Work/Service”	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by Contractor in accordance with achieving the specification and requirements for which the CITY has contracted with Contractor as called for by the agreement and necessary to the completion thereof.
“Working Days”	Normal business days of CITY offices, unless otherwise specifically noted.

**2.2 CONTRACT INTERPRETATION**

**2.2.1 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.

**2.2.2 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:

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Exhibits
- Instructions to Contractors
- Other documents referenced or included in the Solicitation



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### 2.2.3 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.

### 2.2.4 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.

### 2.2.5 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.

### 2.2.6 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.

## 2.3 CONTRACT ADMINISTRATION AND OPERATION

### 2.3.1 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.





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### 2.3.2 CONFIDENTIALITY AND DATA SECURITY

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the CITY. Except as specifically provided in this Agreement, the Contractor and its subcontractors will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted CITY information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted CITY information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the CITY for any costs incurred by the CITY to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section will survive the termination of this Agreement

### 2.3.3 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



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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.

### 2.3.4 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.

**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.

**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



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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.

Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

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.

### **2.3.5 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:

- A. 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.
- B. A breach of a warranty under paragraph A will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. 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 A.

### **2.3.6 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

### **2.3.7 ADVERTISING**

Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Public Transit Director, and the CITY will not unreasonably withhold permission.



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### 2.3.8 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 or released by the Contractor or any other person except with prior written permission by the CITY.

### 2.3.9 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:

Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

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.

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).

### 2.3.10 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.

### 2.3.11 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



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the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

### **2.3.12 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.

### **2.3.13 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.

### **2.3.14 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.

## **2.4 COSTS AND PAYMENTS**

### **2.4.1 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.

### **2.4.2 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.

### **2.4.3 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.

### **2.4.4 DISCOUNTS**

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.



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### 2.4.5 NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

### 2.4.6 FUND APPROPRIATION CONTINGENCY

The Vendor 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 Vendor 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.

### 2.4.7 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.

## 2.5 CONTRACT CHANGES

### 2.5.1 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.

### 2.5.2 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.

### 2.5.3 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.



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

### 2.5.4 AUTHORIZED CHANGES

The CITY reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty 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 Public Transit Director prior to the institution of the change.

## 2.6 RISK OF LOSS AND LIABILITY

### 2.6.1 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.

### 2.6.2 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.

### 2.6.3 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.



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### 2.6.4 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 project manager.

### 2.6.5 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 or by written notice by the CITY. 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.

### 2.6.6 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.

## 2.7 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.

### 2.7.1 NON-EXCLUSIVE REMEDIES

The rights and remedies of the CITY under this Contract are non-exclusive.

### 2.7.2 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.





## SECTION II – STANDARD TERMS AND CONDITIONS

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### 2.7.3 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.

### 2.7.4 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

### 2.7.5 COVENANT AGAINST CONTINGENT FEES

Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the CITY 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.

### 2.7.6 WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this contract belongs to the CITY and must be delivered to the CITY at CITY's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to CITY all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material

## 2.8 CONTRACT TERMINATION

### 2.8.1 GRATUITIES

The CITY may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the CITY making any determinations with respect to the performing of such contract. In the event this contract is canceled by the CITY pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

### 2.8.2 CONDITIONS AND CAUSES FOR TERMINATION

This contract may be terminated at any time by mutual written consent, or by the CITY, with or without cause, upon giving 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



## SECTION II – STANDARD TERMS AND CONDITIONS

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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.

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 give the CITY a positive indication that Contractor will not or cannot perform to the requirements of the contract.

### 2.8.3 CONTRACT CANCELLATION

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

### 2.9 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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror 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 [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission



**SECTION II – STANDARD TERMS AND  
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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 agrees to remit any overpayments back to the CITY for miscalculations on taxes included in an Offer price.

**2.10 TAX INDEMNIFICATION**

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.

**2.11 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.



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### 3.1 TERM OF CONTRACT AND OPTION TO EXTEND

The initial contract period of five (5) years will commence on or about July 1, 2020 through June 30, 2025. The CITY may, at its sole option, extend the period of this contract for an additional two (2) year period. If exercised, this will extend the contract through June 30, 2027, for a total contract term of seven (7) years.

### 3.2 PRICES

All prices are firm and fixed for the entire contract period of seven (7) years. On July 1<sup>st</sup> of each fiscal year, the annual fixed cost will be adjusted according to the Fee Schedule.

Contractor shall be paid a firm fixed monthly fee to perform all the services required in this RFP. The Fee Schedule (Attachment A) states the total annual fixed price for each contract year, including option years.

The salaries to be paid for each of the respective positions within the Operations Control Center and Data Collection functions are shown in the Fee Schedule's Annual Cost Per Additional Service pricing.

### 3.3 METHOD OF INVOICING AND PAYMENT

Contractor shall be paid on a monthly basis in arrears. Contractor shall submit one (1) invoice to the CITY for services provided during the previous month. Contractor shall invoice the CITY one-twelfth (1/12) of the total annual cost on a monthly basis, less liquidated damages. Invoices must be submitted to the CITY by the 10<sup>th</sup> day of the month following the period in which services were performed and must contain date, contract agreement number, description of service(s), supporting documentation, and invoice amount. Advance payments are not authorized. Payment will be made only for actual services that have been received and approved.

Contractor shall submit invoices free of mathematical errors and/or missing supporting documentation. Upon finding an error and/or missing documentation, the CITY will return the invoice to the Contractor. Contractor shall promptly resubmit the revised invoice to the CITY. Failure to identify an error does not waive any of the CITY's rights.

CITY will make every effort to process payment for the purchase of services within thirty (30) to forty-five (45) calendar days after receipt and approval of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Any payment terms offered must be clearly noted by Contractor on all invoices submitted to the CITY. Payment of invoice(s) will be delayed if an invoice is submitted incorrect or incomplete.

In accordance with the requirements of Chapter 19, § 2, Charter of the City of Phoenix, no more than ninety (90%) percent of the total contract price may be paid before completion of all work to be performed under this agreement and its acceptance by the CITY.

Monthly invoice shall be sent for review to:

City of Phoenix Public Transit Department  
Attn: Operations Division



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302 North 1<sup>st</sup> Avenue, Suite 900  
Phoenix, AZ 85003

### **3.4 CONFIDENTIALITY AND DATA SECURITY:**

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

### **3.5 POST AWARD CONFERENCE:**

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

### **3.6 SUSPENSIONS OF WORK:**

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

### **3.7 PERFORMANCE INTERFERENCE:**

Contractor shall notify the Deputy Public Transit Director – Operations immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

### **3.8 CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT**

#### **3.8.1 Contractor and Subcontractor Workers Background Screening.**

3.8.1.1 Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the CITY pursuant to this agreement will be subject to background and security checks and screening



## SECTION III – SPECIAL TERMS AND CONDITIONS

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- (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise addressed in the RFP.
- 3.8.1.2 The CITY requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 3.8.1.3 The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 3.8.1.4 The background screening requirements set forth in this section are the minimum requirements for the agreement. The CITY in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this agreement or Contractor’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 3.8.1.5 Unless otherwise addressed in the scope of work, the Public Transit Department will review and approve maximum risk background check results provided by Contractor. Information to verify the results will be returned to Contractor after the CITY’s review. The CITY will not keep records related to background checks. The CITY will only respond with an approve or deny.
- 3.8.2 Background Screening Risk Level. Because of the varied types of services performed, the CITY has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK.**
- 3.8.3 Maximum Risk Level. A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:
- 3.8.3.1 Work directly with vulnerable adults or children, (under age 18); or
- 3.8.3.2 Have any responsibility for the receipt of payment of CITY funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 3.8.3.3 Have unescorted access to:
- CITY data centers, money rooms, high-valve equipment rooms; or
  - unescorted access to private residences; or
  - access to critical infrastructure sites/facilities; or
  - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- 3.8.4 Requirements. The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may change with the scope of work.



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3.8.5 Additional Maximum Risk Background Checks. Maximum screening will additionally require:

3.8.5.1 Credit Check (for cash handling, accounting, and compliance positions only)

3.8.5.2 Driving records (for driving positions only)

3.8.5.3 Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a CJIS location.)

3.8.6 Maximum Risk Background CJIS Check *Must Include*.

3.8.6.1 Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies)

3.8.6.2 Sexual offender search

3.8.6.3 All outstanding warrants

3.8.6.4 Currently the focus of a criminal investigation

3.8.6.5 Currently on parole or probation

3.8.7 Maximum Risk Background Check for Child Care Staff Member.

3.8.7.1 A Federal Bureau of Investigation fingerprint check using Next Generation Identification;

3.8.7.2 A search of the National Crime Information Center's National Sex Offender Registry; and

3.8.7.3 A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:

3.8.7.4 State criminal registry or repository, with the use of fingerprints being:

- Required in the State where the staff member resides;
- Optional in other States;
- State sex offender registry or repository; and
- State-based child abuse and neglect registry and database.

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

3.8.8.1 Unless otherwise provided for in the contract, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the CITY for maximum risk level background checks; and,
- submitting results to the CITY for approval; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the CITY will advise Contractor if it believes a Contract Worker should be disqualified. Contractor will evaluate the Contract Worker and if Contractor believes that there are extenuating circumstances that suggest that the person should not be



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- disqualified, Contractor will discuss those circumstances with the Public Transit Department. The Public Transit Department's decision on disqualification of a Contract Worker is final.
- 3.8.8.2 For sole proprietors, Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 3.8.8.3 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the CITY is accurate and current.
- 3.8.8.4 The CITY final documented decision will be an "approve" or "deny" for identified Contract Workers.
- 3.8.8.5 The CITY will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to Contractor, or any contracted agency that assists with review, after the CITY's completed review.
- 3.8.8.6 By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 3.8.8.7 Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the CITY's written acceptance of Contract Worker's maximum risk background screening. The CITY may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other CITY contracts or engagements without CITY's prior written approval.
- 3.8.9 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts. Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.
- 3.8.10 Materiality of Background Screening Requirements; Indemnity. The background screening requirements are material to CITY's entry into this agreement and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the CITY for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The CITY in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 3.8.11 Continuing Duty; Audit. Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this





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agreement. Contractor will notify the CITY immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the CITY. Contractor will maintain all records and documents related to all background screenings and the CITY reserves the right to audit Contractor's compliance with this section.

3.8.11.1 For any childcare or health worker positions, Contractor is required to send the CITY updated background checks every three years from the date of the first checks, regardless of the length of the contract.

### 3.8.12 Variances and Exemptions.

3.8.12.1 There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

### 3.8.13 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach. Contractor's default under this section will include, but is not limited to, the following:

- 3.8.13.1 Contract Worker gains access to a CITY facility(s) without the proper badge or key;
- 3.8.13.2 Contract Worker uses a badge or key of another to gain access to a CITY facility;
- 3.8.13.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 3.8.13.4 Contract Worker or Contractor submits false information or negligently submits wrong information to the CITY to obtain a badge, key or applicable background screening; or
- 3.8.13.5 Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another CITY facility or upon the expiration, cancellation or termination of this Agreement.
- 3.8.13.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and



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CITY holidays) from the date notice of default is sent by the CITY. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the CITY at law or in equity, Contractor will be liable for and pay to the CITY the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the CITY at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the CITY's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the CITY expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

- 3.8.14 Employee Identification and Access. It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.
- 3.8.14.1 Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.
  - 3.8.14.2 Only authorized Contractor employees are allowed on the premises of the CITY facilities/buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.
  - 3.8.14.3 Unless otherwise provided for in the scope of work:
  - 3.8.14.4 Contract Workers must always have badges and some form of verifiable company identification (badge, uniform, employee id).
  - 3.8.14.5 Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.
- 3.8.15 Key Access Procedures. If the Contractor worker's services require keyed access to enter a CITY facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available and the completed form will be submitted to the badging office at the address above.
- 3.8.16 Stolen or Lost Badges or Keys. Contractor must immediately report lost or stolen badges or keys to the CITY's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed,



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submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

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

3.8.18 Badge and Key Fees. The following constitute the badge and key fees under this agreement. The CITY reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

**3.9 CONTINUATION DURING DISPUTES**

Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the CITY, and if it is feasible under the terms of this Agreement, each party shall continue to perform its obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement shall not be deemed a waiver thereof.

**3.10 ADDITION OR DELETION OF SERVICES**

The CITY reserves the right to modify, add and/or delete services under the Contract. Should a service requirement be deleted, payments to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the Contract price. Should additional services be required, prices for such additions will reflect the pricing outlined in the Contract Fee Schedule or may be negotiated between the Contractor and the CITY.

All contract changes may be incorporated into written and signed change orders to the contract at the sole discretion of the CITY. If applicable, each change order will state any increase or decrease in the amount of the compensation due to the Contractor for the change in service. Verbal changes to the contract are not authorized, but the CITY may provide changes by written notification to the Contractor.

**3.11 UNSATISFACTORY PERFORMANCE**

The CITY shall decide all questions as to the quality and acceptability of any work performed under the contract as monitored and documented by the CITY. If, in the opinion of the CITY, performance becomes unsatisfactory, the CITY shall notify the Contractor. The Contractor will have thirty (30) days to cure the unsatisfactory performance.



**SECTION III – SPECIAL TERMS  
AND CONDITIONS**

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If the unsatisfactory performance is not cured within the time specified, the CITY may, through other means, immediately correct or complete the work to its satisfaction and deduct the associated costs from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the contract for default.

**3.12 CONTRACT CANCELLATION**

All parties acknowledge that this contract is subject to cancellation by CITY pursuant to the provision of A.R.S. § 38-511.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

**4.1 INDEMNIFICATION CLAUSE**

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ( “Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**4.2 INSURANCE REQUIREMENTS**

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 sub-consultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits 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 is free to purchase additional insurance as may be determined necessary.

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

A. Commercial General Liability – Occurrence Form

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

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



**SECTION IV – INSURANCE AND INDEMNIFICATION**

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1. The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

***B. Worker’s Compensation and Employers’ Liability***

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

1. Policy must contain a waiver of subrogation against the City of Phoenix.
2. 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.

**4.2.2 Additional Insurance Requirements:** The policies must include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

**4.2.3 Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Public Transit Department, Attn: Contracts Specialist I, 302 North 1<sup>st</sup> Avenue, Suite 900, Phoenix, AZ 85003).**

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

**4.2.5 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



**SECTION IV – INSURANCE  
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by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **(City of Phoenix Public Transit Department, Attn: Contracts Specialist I, 302 North 1<sup>st</sup> Avenue, Suite 900, Phoenix, AZ 85003)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 4.2.6 Subcontractors: Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
- 4.2.7 Approval: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



**5.1. BACKGROUND**

The primary function of the Operations Control Center (OCC) is to manage Phoenix's fixed route transit fleet using the computer aided dispatch/automatic vehicle locator (CAD/AVL) system. In addition, the OCC provides several regional functions independently as well as with support from the CITY. These responsibilities include, but are not limited to: data collection, transit system monitoring and reporting, coordination of emergency services, creating onboard public service and bus stop announcements, farebox collection and malfunction reporting, providing CAD/AVL training to other agencies, and developing operational reports specific to agency-based regional transit providers' agreements with their respective contracted fixed route transit service providers.

5.1.1. The OCC directly manages transit vehicles in revenue service, deadheading to/from revenue service, performing special event services, and/or holding area buses as they operate from the CITY's North Facility (located at 2010 West Desert Cove Lane), South Facility (at 2225 West Lower Buckeye Road) and West Facility (at 405 North 79<sup>th</sup> Avenue). The OCC provides such oversight in a centralized and unbiased manner, independent of the firms selected to provide transit services which operate from the CITY's multiple transit facilities.

5.1.2. The OCC resides at the 302 North 1<sup>st</sup> Avenue Public Transit Building, 5<sup>th</sup> floor. The site consists of an OCC suite currently containing eight (8) computer-aided dispatch/automatic vehicle locator and radio workstations and two adjacent offices assigned to the OCC manager and administrative and data collection personnel. Additional office and work space has also been designated at the West Transit Facility (located at 405 North 79<sup>th</sup> Avenue) for use as a recovery, training and/or operations overflow site.

5.1.3. The Data Collection function is used to collect operational data for route planning and National Transit Database reporting.

**5.2. CONTRACTOR REQUIREMENTS**

For instances in which a Contractor is also a transit service provider contracted with the City of Phoenix, said Contractor shall maintain a comprehensive plan detailing the policies and procedures implemented to ensure a separation of duties and oversight between the provision of transit services and the management of the Operations Control Center and Data Collection functions. Such plan shall include separate and distinct personnel management and oversight responsibilities at the local and regional levels. The plan shall be updated annually to ensure comprehensive compliance throughout the period of the agreement and be made available to the CITY upon request.

5.2.1. Contractor shall maintain a written record of all standard operating procedures (SOPs) relative to transit system monitoring, reporting and data collection. The written record shall outline all pertinent procedures for managing fixed route services, including emergency service requests and incident notifications. The OCC SOPs shall be updated annually to reflect any technical or operational modifications implemented to enhance safety and/or service efficiencies and to ensure comprehensive compliance throughout the period of the agreement.





## SECTION V – SCOPE OF WORK

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5.2.2. Contractor shall maintain a comprehensive staffing plan that allows for the proactive, concurrent oversight of all City of Phoenix fixed route vehicles in revenue service. The staffing plan shall ensure sufficient staffing levels to perform fleet oversight, respond to the requisite number of phone calls, radio and text messages outlined in this Scope of Work, and perform all other related contract responsibilities. The staffing plan shall be updated annually and reviewed by the CITY and Contractor to ensure sufficient OCC oversight of the transit fleet.

### 5.3. OPERATIONS CONTROL CENTER FUNCTION

Current staffing levels for the OCC function consists of one (1) Manager and seventeen (17) CAD/AVL Controllers. Services are provided seven (7) days per week, 24 hours per day. The OCC primarily monitors revenue service activity for the Phoenix fleet; however, it also provides oversight of transit vehicles deadheading to/from revenue service, performing special event service, and/or staging vehicles throughout the transit environment as needed, and communicates vital operational information regularly to the CITY's transit operations contractors' dispatch and maintenance personnel. The OCC also serves as the primary contact for Phoenix Police and Fire Department during requests for emergency services. The OCC also serves as a key contact for CITY personnel and the Valley Metro (VM) Customer Service center. As needed, the OCC will also provide support to member agencies of the Regional Public Transportation Authority (RPTA)/Valley Metro.

5.3.1. The OCC oversees the City of Phoenix's fixed route bus operations, which currently consist of 48 routes and over 22 million revenue service miles per year. On a monthly basis, the OCC responds to over 3,000 phone calls from bus operators, Phoenix Police Department, and VM Customer Service personnel. Additionally, the OCC uses the CAD/AVL system to make and respond to over 65,000 radio calls and text messages on a monthly basis to facilitate transit service. During peak service, the OCC is responsible for the concurrent oversight of approximately 402 vehicles in revenue service.

5.3.2. The CITY defers to the proposing firms, and their respective subject matter expertise, as to the appropriate controller staffing levels to perform the functions outlined in this Scope of Work, recognizing that the CITY reserves the right to review and approve Contractor's staffing plan and commensurate budget.

5.3.3. The duties and responsibilities of each position are as follows:

OCC Manager: Provides management oversight of revenue transit services through the management and supervision of OCC Controllers assigned to the vehicle communications operations control center, plus oversight of bus operators preparing for, or in revenue service or otherwise assigned to a CITY vehicle. The OCC Manager recruits, trains and schedules personnel for the continuous operation of the OCC and Data Collection positions, works closely with the CITY's OCC systems administrator in maintaining and updating CAD/AVL system data, and develops, implements and maintains business operations policies and procedures related to the successful operation of the OCC and CAD/AVL system. On occasion, the OCC Manager may also be required to serve in the capacity of OCC Controller. The OCC Manager must maintain effective and unbiased



communications with other agencies and transit service providers utilizing the regional CAD/AVL system and its various functions.

OCC Controller: Responsible for front-line, direct monitoring and support of bus operations relative to safety, service and schedule adherence to ensure the delivery of high quality transit services to customers. OCC Controllers are responsible for making quick, effective decisions to assist bus operators in maintaining schedules, including coordinating a response to security-related incidents, directing minor equipment adjustments, implementing detours, and coordinating a comprehensive response to customer incidents, accidents, and other events that may occur throughout the transit environment. The Controllers also coordinate and communicate pertinent information to operators, transit dispatchers and maintenance personnel, police and fire departments in various municipalities, the CITY, and other stakeholder agencies as needed.

**5.4. DATA COLLECTION FUNCTION**

Staff for the Data Collection function consists of one (1) Data Collection Coordinator and (2) Data Collectors. Services are provided seven (7) days per week with the need to collect data throughout an approximately seventeen (17) hour period. Data Collection staff may be required to work outside of normal business hours to meet deadlines as needed. The duties and responsibilities of each position are as follows:

5.4.1. Data Collection Coordinator: Plans, organizes and manages the work flow of data for all reporting required for the Federal National Transit Database, following applicable rules, regulations, procedures and timeframes as directed by the CITY. The position coordinates random trip generation processes for the collection of transit data; manages transit data collected through various data collection processes to generate extensive reports for the National Transit Database; and compiles data collected to prepare daily, weekly, monthly, and special reports to be used by the CITY's transit planning staff. The position provides assistance to Data Collectors as needed; coordinates and assists in the training of new Data Collectors; fills in as a Data Collector as needed; and researches requests and complaints and provides responses as needed.

5.4.2. Data Collector: Conducts on-board checks to collect accurate ridership data, which is utilized to continuously improve transit services; conducts on-board ride checks of passengers boarding and alighting buses by location and time so that statisticians can compile the data into usable reports to enhance customer service; and stationary checks of bus ridership and schedule adherence at maximum load points of routes, branch points, and other points as directed by the CITY. The position is also responsible for conducting ride checks to evaluate bus stop/bus shelter usage and other site-specific information; distributing survey questionnaires; and performing on-board ride checks to determine methods of fare payments or other necessary planning information as directed by the CITY to support grant applications.



**5.5. SERVICE AREA**

The CITY's fixed route transit services have been planned to operate as straight and fast as possible, to be easily understood, and to minimize travel time. Each fixed route has different movements, layover times and locations.

The area for which the services described in the Scope of Work are to be provided shall be designated by the CITY. The CITY's total service area currently encompasses the metropolitan Phoenix area including the cities of Mesa, Tempe, Chandler, Gilbert, Phoenix, Glendale, Peoria, Scottsdale, Avondale Goodyear and Tolleson. The regional service area is shown on the Valley Metro website: <https://www.valleymetro.org/system-map>

5.5.1. North and South Transit Facilities: As of FY2018, service consists of thirty-six (36) fixed transit routes serving on average 73,793 passengers per day. Fixed route transit services are routes 0, 1, 7, 8 10, 12, 15, 16, 19, 27, 28, 32, 35, 39, 44, 50, 52, 60, 70, 80, 90, 106, 122, 138, 154, 170, 186 as well as the I-10 East, I-10 West, I-17, Central/South Mountain East, Central/South Mountain West, SR-51 RAPID routes and three (3) neighborhood circulators (DASH, SMART, and ALEX). The subject routes are currently operated by Transdev Services. Approximately 270 vehicles from the North and South Transit Facilities are in operation during peak revenue service.

5.5.2. West Transit Facility: As of FY2018, service consists of twelve (12) fixed transit routes serving on average 40,228 passengers per day. Fixed route transit services are routes 3, 13, 17, 29, 41, 43, 51, 59, 67, 75, 83 and one (1) Phoenix neighborhood circulator (MARY). The subject routes are currently operated by First Transit, Inc. Approximately 132 vehicles from the West Transit Facility are in operation during peak service.

**5.6. CONTRACTOR RESPONSIBILITIES**

Whereas current OCC staff are subject matter experts in the CITY's computer aided dispatch/automatic vehicle locator (CAD/AVL) system and have received specialized training in order to perform the control center and data collection functions, Contractor shall employ the current contracted employees of the CITY's OCC and Data Collection functions. Contractor will be responsible for managing the functions to perform the services and provide all other goods and services not explicitly stated, but necessary to deliver the services described in the Scope of Work.

5.6.1. Contractor shall provide all personnel and support functions including accounting, budget development, recruitment, payroll and benefits, and all other aspects of personnel administration. Contractor shall also provide any and all necessary training and/or refresher training to ensure that Controller and Data Collection staff can satisfactorily perform their work functions.

5.6.2. Contractor shall continue providing the remaining services described throughout the Scope of Work regardless of increases or decreases in services or subsequent to the possible transition of one or more of the functions or positions from the Contractor to the CITY.



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- 5.6.3. Contractor, in coordination with the CITY's transit operations contractors, shall be responsible for the day-to-day management, control and oversight of buses while in revenue service, at a CITY operating facility preparing for revenue service, or otherwise in the field. The OCC will monitor and resolve impacts to transit services as they occur throughout the transit environment, including (but not limited to) passenger loads, accidents, vehicle breakdowns, detours, responses to emergencies, and other incidents as they occur.
- 5.6.4. Decisions by OCC staff shall be made in the best interest and safety of the passenger, and every effort will be made to coordinate with the transit operations contractor(s) to minimize possible impacts to transit service and published schedules. Issues concerning vehicle maintenance or personnel/labor will be directed to the respective transit service contractor(s) for resolution.
- 5.6.5. Special Event Service: As directed or authorized by the CITY or its designee, Contractor shall support special event services. These services will vary during the term of the contract and may include directing the use of buses during special events and providing emergency responses and evacuations. During certain events, Contractor shall provide increased levels of management, administration, planning and oversight during the preparation and provision of such specialized service.
- 5.6.6. Light Rail Bus Bridging: As directed or authorized by the CITY or its designee, Contractor will be required to periodically support coordination with CITY and Valley Metro light rail staff to participate in the planning, training, practice exercises and implementation of bus bridging efforts during times of service interruptions or inoperability of the light rail system for any reason. Light rail bus bridging includes, but is not limited to, the transport of passengers between designated light rail stations or bus stops during light rail service interruptions. All efforts related to special event services and light rail bus bridge planning, including classroom training, meeting attendance and exercises, shall be considered as part of the Contractor's training and operations program and included in the Contractor's overall cost.
- 5.6.7. Automated Annunciators: Contractor will assist CITY Service Planning staff with automated annunciator uploads, if needed.
- 5.6.7.1. Contractor will assist with the generation of electronic automated annunciator data during each schedule change or as needed; the schedule change occurs at a minimum of two (2) times a year in order to coincide with the Transit Book update. At the CITY's request, Contractor will also assist with the generation of new and/or revised electronic automated annunciator uploads as needed to correct inconsistent/incorrect announcements and to implement public service and operational messages to transit passengers.
- 5.6.7.2. The download of the image occurs at least once per schedule change. However, the annunciator image is downloaded to buses at transit facilities in segments and may take multiple attempts by the bus to



retrieve the aggregate image. Contractor shall coordinate with the CITY's transit service providers to ensure proper downloads have been completed for all revenue vehicles. Once 100% of the information is downloaded onto the bus, no further downloads of the annunciator image generally need to happen until a future schedule change.

5.6.7.3. The CITY and Contractor will meet to determine appropriate schedules and processes for providing the above-mentioned information in order to meet Contractor's work and Transit Book timelines.

5.6.8. As the primary users of the voice recorder application (currently, Eventide), Contractor is expected to understand how to run reports, and to locate and download recordings for investigations as needed. Contractor shall be responsible for reporting any technical issues with the CITY's voice recording system.

**5.7. REPORTS**

Using the CITY's CAD/AVL system's reporting functions, Contractor shall provide or assist the CITY in the preparation of specific, routine or non-specific documents or reports as required by federal, state, county or agencies and/or the CITY. This may include the preparation of grant applications and related quarterly reports, short and long-range transit plans, annual FTA reports, and ongoing operating and statistical analysis statements. Such reports shall be completed in accordance with CITY and federal requirements. Additionally, the Contractor may be asked to assist with the preparation or generation of regional reports in support of the CITY and its regional partners.

Examples of reports to be provided by the Contractor include, but are not limited to the following:

**5.7.1. OCC Reports**

- a. Operational Reports (daily and monthly)
- b. Emergency Services (daily and monthly)
- c. Priority/Emergency Calls
- d. Detour Database
- e. Daily Maintenance Operations
- f. Vehicles Towed
- g. Road Calls
- h. Accidents
- i. Bus Changes
- j. ADA Incidents
- k. On-time Performance (daily and monthly; all facilities, per facility, by route, by timepoint, by operator)
- l. Missed Service (daily and monthly)
- m. Missed Trips
- n. Schedule Delays
- o. Call Volume
- p. Vehicle Data Download Status



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- q. Incoming Messages
- r. CAD/AVL User Management
- s. Farebox Malfunctions
- t. Creation and design of as-needed CAD/AVL reports
- u. Wheelchair Lift Status
- v. Wheelchair Lift Deployment Count
- w. Automatic Passenger Counter System Status
- x. Mobile Radio Failure Status
- y. GPS Failure Status
- z. Vehicle Count by Garage

### 5.7.2. Data Collection Reports

- a. Monthly National Transit Database (NTD) reports

## 5.8. SPECIAL PROJECTS

At the CITY's direction, Contractor shall assist with additional special projects including, but not limited to, testing, troubleshooting, and/or support during:

- a. Radio and Voice Over Internet Protocol (VOIP) testing
- b. Server failover testing
- c. Radio Tower testing and/or cutover activities
- d. OCC warm-site testing, exercises and maintenance
- e. CAD/AVL system updates, modifications and/or changes
- f. HASTUS map reviews
- g. Special schedule load reviews
- h. New vehicle mobile component testing
- i. Bus-in-Box (BIB), Bus-On-Board (BOB)
- j. Bus bridging exercise
- k. Fare Collection System (FCS) monitoring and testing

## 5.9. PERFORMANCE INDICATORS/LIQUIDATED DAMAGES

All performance indicators and liquidated damage clauses will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The CITY reserves the right to monitor the Contractor in its performance of the contract to ensure adherence to all performance specifications. Performance indicators are metrics developed by the CITY to measure the Contractor's performance. Performance indicators listed below are for the first year of service and may be used for subsequent years. CITY representatives may, without prior notice, observe the Operations Control Center and monitor its transit oversight to ensure compliance with this Scope of Work and the contract. The CITY also reserves the right to review and modify these performance requirements as deemed necessary in consideration of unusual or extraordinary circumstances affecting transit service and to facilitate continuous improvement of service. The CITY will make all final determinations as to performance levels and liquidated damage assessments.

To receive maximum compensation, Contractor is required to meet or exceed the following standards on a monthly basis. For the following performance goals, if the Contractor fails



to meet acceptable standards, liquidated damage amounts will be deducted from the Contractor's total monthly invoice amount.

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

**5.9.1. Adherence to Comprehensive Staffing Plan:**

If Contractor fails to comply with its comprehensive staffing plan, as submitted, which provides for the proactive, concurrent oversight of all vehicles in revenue service, ensures timely response to all incoming phone calls, radio and text messages, and allows for the effective performance of all contract responsibilities, the CITY will assess liquidated damages in the amount of \$500 for each instance in which a failure to comply occurs.

**5.9.2. Late or Inaccurate Reports or Data:**

If Contractor fails to comply with the CITY's reporting requirements either by submitting reports, information or data after the specified due date and time or by submitting inaccurate reports, information or data, the CITY will assess liquidated damages in the amount of \$500 for each month in which a failure to comply occurs.

**5.10. COORDINATION WITH OTHER AGENCIES**

At the CITY's direction, the Contractor shall cooperate with the CITY's Phoenix Police Department (PPD) Transit Unit (TU) staff to ensure the safety and security of transit customers, facilities, and equipment by providing assistance with accident investigations, NTD safety/security reporting, emergency preparedness planning and training exercises, and other safety/security matters. Contractor shall ensure sufficient staffing levels to respond to CITY, Emergency Services providers, and transit operations contractors' requests in a timely and comprehensive manner.

5.10.1. Contractor shall notify Police TU of serious incidents in accordance with the CITY's emergency notification procedures. The awarded Contractor will be provided the notification procedures upon contract award.

5.10.2. Contractor shall implement a notification procedure to immediately notify the CITY of incidents which may require Police TU or otherwise require notification as determined by the CITY.

5.10.3. Contractor shall respond to any emergency services directives received from the CITY.

**5.11. CITY-PROVIDED AND CONTRACTOR-PROVIDED EQUIPMENT**

Contractor shall utilize CITY resources to the benefit of the CITY and the positive performance of the regional transit system. Contractor shall not use CITY resources for any activity not covered by this contract. Refer to Exhibit A – Technical Requirements for infrastructure, hardware and software requirements required for this contract.



5.11.1. Within thirty (30) days of contract start date, Contractor shall provide to the CITY internet email addresses capable of reaching all Contractor staff. This information will be used to communicate critical system information as needed.

5.11.2. The CITY shall have immediate and unrestricted access to all CITY provided hardware and software, and will conduct inspections on a regular basis. Any hardware and software deficiencies identified (i.e., items not found to be in compliance with the CITY's information technology policies, procedures and/or A.R.s) shall be corrected within five (5) business days of inspection.

**5.12. 302 BUILDING PUBLIC TRANSIT HEADQUARTERS**

Office space for the OCC is located within the Public Transit Headquarters building, located at 302 N. 1<sup>st</sup> Avenue, Phoenix, Arizona. The facility sits at the northwest corner of 1<sup>st</sup> Avenue and Van Buren Street. The facility was designed and sized as a professional office building.

Building Specifications:

- 10 stories (9 floors are occupied; 10<sup>th</sup> floor is mechanical)
- 107,318 square foot office building which is tenant/owner occupied
- 30,100 square foot lot

Parking Garage:

- Sub terrain parking garage – 6 floors, 313 spaces
- 174 spaces occupied by tenants
- 139 spaces available for hourly public parking

Floor Distribution:

- 1<sup>st</sup> Floor – Maricopa Association of Governments
- 2nd Floor – Maricopa Association of Governments
- 3rd Floor – Maricopa Association of Governments
- 4th Floor – Maricopa Association of Governments
- 5th Floor – City of Phoenix – Public Transit Department
- 6th Floor – City of Phoenix – Community and Economic Development
- 7th Floor – City of Phoenix, Public Transit Department; Maricopa Association of Governments
- 8th Floor – City of Phoenix, Public Transit Department
- 9th Floor – City of Phoenix, Public Transit Department

**5.13. SPACE ALLOCATION**

Contractor will be allocated office, work and storage space within the Public Transit Headquarters/302 Building, 5<sup>th</sup> Floor, for the purpose of managing the Operations Control Center and Data Collection functions only. Contractor spaces have been designated in RFP Exhibit B – Operations Control Center (OCC) Site Plan. Under no circumstances shall modifications to any part of system of the facility be made without the CITY's express, written consent.





Additional office and work space has also been designated at the West Transit Facility (located at 405 North 79<sup>th</sup> Avenue) for use as a recovery (warm) site during instances of technology and/or infrastructure failures (Refer to Exhibit C – Operations Control Center (OCC) Warm Site Plan). Similarly, three (3) OCC overflow/support workstations have been designated at the 302 Building in the office space adjacent to the OCC suite (Refer to Exhibit B – OCC Site Plan). The West Facility warm site and OCC overflow workstation site is available for the Contractor to use for recovery, testing, standard and/or overflow operation.

**5.14. FURNITURE**

CITY shall provide a furnished Operations Control Center for the Contractor that includes eight (8) work surfaces and eight (8) workstation chairs for Contractor use. Additionally, four (4) work surfaces and four (4) workstation chairs will be provided at the OCC redundant (warm site). During the course of the contract, additional or replacement chairs may be needed; such replacements are to be purchased at the Contractor's expense for the main OCC suite, overflow area and/or warm site as Contractor deems necessary. Additional office furniture, equipment or workstations may not be added to the space allocated without the CITY's express, written consent.

**5.15. FACILITY MAINTENANCE**

As the operator of the OCC, Contractor is responsible for the safe and proper care/operation of the space allocated. The CITY's property management contractor and Public Works Department will be responsible for making repairs to the facility, systems and components, and CITY-owned and CITY provided equipment. Contractor shall work directly with CITY designated staff on all issues pertaining to facilities maintenance (including work status, scheduling, equipment downtime, etc.). The CITY's property management Contractor will coordinate with the OCC Contractor to ensure facilities maintenance work is scheduled to minimize disruption. Contractor shall make reasonable adjustments to its operations to accommodate necessary facilities maintenance work. Contractor shall also communicate to CITY designated staff any significant impacts and disruptions to its operations caused by issues or problems with facility systems, components or equipment.

Contractor must maintain a clean and safe work environment in all areas used by the Contractor. The City provides janitorial services for the Public Transit Building, 5<sup>th</sup> floor, including the OCC suite and adjacent offices.

The CITY at its sole discretion may perform refurbishments to upgrade and update the facility as deemed necessary. Contractor shall work collectively with the CITY and the CITY will not be responsible for any costs to the Contractor incurred due to such activities.

**5.16. FACILITY AND EQUIPMENT DAMAGE**

Contractor shall be financially responsible for any facility and/or equipment damage throughout the facility caused by Contractor's misuse or abuse (accidents, improper operation, theft, etc.). The aforementioned repairs or replacement will be performed by, and resolved through, the CITY's facilities maintenance staff. All damage must be immediately reported to the CITY via the Facility Damage – Incident Report procedure. The CITY shall invoice the Contractor for any and all damage determined to be the



responsibility of the Contractor. The CITY at its sole and unfettered discretion shall determine the responsible party for all such facility damage claims.

**5.17. PARKING**

5.17.1. Reserved Parking Spaces: The CITY does not guarantee reserved parking spaces under this contract. Parking spaces are available for use by Contractor and are limited to the underground parking garage located at the 302 Building. Reserved parking spaces are designated only for authorized personnel. The CITY agrees to furnish covered, non-reserved parking spaces within the 302 Building parking facility for the Contractor’s employees. The parking spaces shall be at the same monthly rate charged to CITY employees, which is currently \$47.00 per month. Contractor agrees and understands that the prevailing rate charged to CITY employees is subject to increases subsequent to execution of this contract, and Contractor agrees to pay the increased rate as may be charged to CITY employees.

5.17.2. The CITY reserves the right to adopt, modify and enforce reasonable rules governing the use of the parking areas from time to time, including any key-card, sticker or other identification or entrance system, and hours of operation. The CITY may refuse to permit any person who violates such rules to park in the parking areas, and any violation of the rules shall subject the car to removal from the parking areas. The awarded Contractor will be provided the parking rules upon contract award.

**5.18. CITY’S RESPONSIBILITIES**

5.18.1. The Public Transit Department, either directly or through its transit service providers, will coordinate all CITY efforts related to the operations of its transit services and will have the primary responsibility for providing all operational and route planning, vehicle and driver scheduling, and long-range and short-range transit planning capabilities. Contractor shall provide appropriate assistance for these activities as needed or as otherwise directed by the CITY.

5.18.2. The CITY retains the right to modify transit services at any time. The CITY is responsible for creating schedules and modifying the operating characteristics of its transit services. This may include service increases or decreases, routing, allocation of equipment and vehicles, and service to other transit operators or agencies whenever the CITY can operate the service(s) more efficiently.

5.18.3. The cities of Avondale, Glendale, Peoria, Scottsdale, Tolleson and the Regional Public Transportation Authority currently purchase services from the CITY and may at any time request to directly operate such services. In such instances, the service will be reallocated at the discretion of these agencies to other service providers. Contractor shall be given appropriate notice of any of these service changes so as to minimize the impact on the Contractor’s workforce.

5.18.4. Minor service adjustments to the Contractor’s contract with the CITY may be effected by written administrative change. Significant service adjustments must



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CITY OF PHOENIX

have the approval of the Phoenix City Council. Under such circumstances, the Contractor will be given written notice of these changes. In the event adjustments need to be made for services which have an unfavorable impact on the service operated under this contract or other conditions occur which make continued operations unreasonable or economically unfeasible, the CITY will give prior written notice and direction to the Contractor.

5.18.5. The CITY will provide certain capital and fixed equipment available for the Contractor's use. The CITY retains ownership of CITY-provided equipment, the Contractor retains ownership of Contractor-provided equipment. A listing of CITY provided equipment for the Operations Control Center and Data Collection function is as follows:

- a. Clever Devices workstations
- b. CAD/AVL AVTEC workstation
- c. AVTEC Media Tower and associated peripherals
- d. HASTUS Dispatch Software Module
- e. Bus-in-a-Box (BIB)
- f. 2 - Samsung televisions with wall mount hardware
- g. 1 - CAD/AVL printer in the OCC controller suite
- h. Controller work space/surfaces
- i. OCC Manager and Data Collection Coordinator work space/surfaces

5.18.6. The CITY will provide telephone service through the CITY's Information Technology Services Department. The CITY is not responsible for any personal use of the CITY's telephone services. Employees incurring any charges for personal usage of the telephone system shall reimburse the CITY on a monthly basis. Contractor is responsible for its employees' telephone usage. The CITY does not provide cell phones or pagers. It is the Contractor's responsibility to provide cell phones or pagers to employees if needed for this contract.

5.18.7. The CITY owns all of the aforementioned CITY-provided assets and the Contractor shall ensure that the CITY's interest in the assets and inventory is protected from loss or damage. The awarded Contractor will complete an initial inventory within 60 days of contract start date and annually thereafter.

### **5.19. CITY OF PHOENIX TECHNICAL REQUIREMENTS**

Contractor shall comply with the CITY's Technical Requirements. See RFP Exhibit A – Technical Requirements.

### **5.20. LABOR RELATIONS REQUIREMENTS**

Where applicable, CONTRACTOR shall abide by any requirements under 49 U.S.C. § 5333(b), previously called Section 13(c). If necessary, CONTRACTOR is responsible for all investigations surrounding grievances filed by employees.

### **5.21. FACILITY AND BUILDING ACCESS**

The CITY shall establish and maintain control over the access control system for the facility, including all Contractor and CITY employees at the facility. The CITY will issue



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electronic access cards to Contractor employees for access and to serve as required identification to facility or building areas only after employees have met the CITY's background check requirements and have been assigned to work at the facility. The CITY shall be responsible for the keying system and keys for all doors at the facility. All keys and CITY issued access cards will be inventoried and managed by the Contractor and regularly audited by the CITY. The Contractor shall adhere to all CITY rules and regulations for the use and management of identification badges, access cards and keys, as specified in RFP Section III – Special Terms and Conditions, Paragraph 3.8 – Contract Worker Access Controls, Badge and Key Access Requirements. The required card system will allow Contractor staff access to authorized locations at CITY facilities and provide a CITY approved identity badge. Contractor staff will be issued one required card. Lost or damaged cards will require replacement at a cost of \$55 per card to Contractor. Contractor shall establish a key control policy for issuing, replacing and retrieving (upon separation) all keys from staff; Contractor shall retrieve all access or identification badges from employees upon separation. Contractor is responsible for all costs to re-key locks resulting from lost or stolen keys. Confirmation requirements for employment or requisite background checks shall be performed at the Contractor's sole expense. The Contractor shall provide a complete background check report for the **Maximum Risk** level background check for all employees. Contractor background checks will, at a minimum, comply with the CITY's A.R. 4.45 – "Contractor and Subcontractor Worker Background Screening."



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

### 6.1 ATTACHMENT A – FEE SCHEDULE

Pricing shall be all inclusive of labor, salaries, benefits, overhead, administrative support, and any project related costs (i.e. rent, supplies, utilities, printing services, postage, etc.), except applicable state and local tax.

### 6.2 PAYMENT TERMS

Offerors must choose an option; however, if a box is not checked, the CITY will default to **0% - net 45 days**.

- Contractor offers a prompt payment discount of \_\_\_\_\_% \_\_\_\_\_days to apply after receipt of accurate invoice or final acceptance of the products (invoice approval), whichever date is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Payment discounts will be computed from date of receiving acceptable services or a correct invoice, whichever is later, to date payment is mailed by the CITY.

- Contractor does not offer a prompt payment discount and accepts payment terms of net 45, effective upon receipt of an accurate invoice or final acceptance of the products (invoice approval), whichever date is later.
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the CITY's servicing bank ("Bank"). By checking this box, the Offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the CITY those extra charges. The CITY will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges, the Offeror will owe the CITY all costs. The Offeror may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**6.3 ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following addenda to RFP PTD19-008:

Addendum Number \_\_\_\_\_, dated

Addendum Number \_\_\_\_\_, dated

Addendum Number \_\_\_\_\_, dated

Addendum Number \_\_\_\_\_, dated

Addendum Number \_\_\_\_\_, dated

Addendum Number \_\_\_\_\_, dated

Failure to acknowledge receipt of all addenda may cause the Offer to be considered not responsive to the RFP. Offeror to include the acknowledged receipt of each addendum with their Offer.

Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Company Name: \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**6.4 SOLICITATION DISCLOSURE FORM**

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

--

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

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

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

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

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**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**7. Disclosure of conflict of interest:**

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

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

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

**8. Notice Regarding Prohibited Interest in Contracts**

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

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

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

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

I am aware of the following conflict(s) of interest:

**9. Acknowledgements**

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





SECTION VI – SUBMITTALS

CITY OF PHOENIX

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**6.5 OFFER**

**TO THE CITY OF PHOENIX:**

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this solicitation and any written exceptions in the offer.

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

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

Enter City's Registration System ID Number  
Located at City's eProcurement website (see SECTION I  
– INSTRUCTIONS - CITY'S REGISTRATION)

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(LLC, Inc., Sole Proprietor)

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company's Fax Number \_\_\_\_\_

Company's Toll Free # \_\_\_\_\_

Email Address \_\_\_\_\_