



**CITY OF PHOENIX**

**Water Services Department  
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**REQUEST FOR PROPOSAL  
RFP 2021-WSU-399 (AM)**

**SECURITY GUARD SERVICES - REQUIREMENTS CONTRACT**



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## SECTION I - INSTRUCTIONS

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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.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

**Mail the response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.**



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**1. DESCRIPTION – STATEMENT OF NEED:**

- 1.1. The City of Phoenix invites electronic offers for **Security Guard Services** for a **five-year** period commencing on or about **July 1, 2021**, in accordance with the specifications and provisions contained herein.
- 1.2. This service is needed to provide the full range of Security Guard services at multiple facilities.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

**2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:**

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

**3. SCHEDULE OF EVENTS:**

ACTIVITY	DATE (All times are local Phoenix time)	LOCATION
Solicitation Issue Date	10/28/20	<a href="https://solicitations.phoenix.gov">https://solicitations.phoenix.gov</a>
Pre-Offer Conference	11/12/20, 10:00a.m.	via WebEx by appointment only *(RSVP by 11/9/20, 2:00p.m.)
Written Inquiries Due Date	11/17/20, 5:00p.m.	Email to: wsdprocurement@phoenix.gov
Offers Due Electronically	11/30/20, 2:00p.m.	Email to: wsdprocurement@phoenix.gov

\* Any questions that offerors would like addressed at the Pre-offer Conference are required to be submitted when the offeror submits their RSVP on 11/9/20 to [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov).

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.

**4. PREPARATION OF OFFER:**

- 4.1. All forms provided in 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.



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- 4.2. 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 will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. 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:
  - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
  - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
  - 4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
  - 4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
  - 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
  - 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

## 5. 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 the



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Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Department, Division, Address, Phoenix, AZ. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to city council award, read the entire solicitation, and verify all required information is submitted with its offer.

**6. EXCEPTIONS:**

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

**7. INQUIRIES:**

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

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council 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.

**8. ADDENDA:**

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

**9. BUSINESS IN ARIZONA:**

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

**10. LICENSES:**

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

**11. CERTIFICATION:**

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



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- 11.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 11.3. 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.

**12. SUBMISSION OF OFFER:**

- 12.1. Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department’s clock.
- 12.2. All offers must be completed in ink or typewritten.
- 12.3. Offeror’s submittal shall not exceed 25 pages, font size 12 point. All documents are included in the 25-page total. Double-sided pages will count as two pages. Tabs are not considered a page.
- 12.4. The evaluation criteria below are listed in relative order of importance and a narrative response to the items must be included in the Offeror’s submittal (refer to Section VI – Submittals for a list of all items to submit).

To facilitate the evaluation of offers, Offeror’s submittal must follow the Criteria and Sub-Criteria format shown below. All Sub-Criteria of each criterion must be answered in order to get full credit for your responses.

12.4.1. Company History, Experience and Qualifications 350 Points

Offeror must submit a summary which demonstrates that it has the necessary experience required to undertake and successfully complete the work required in Section V - Scope of Work. The response shall include the following:

Sub-Criteria #1 – Company History and Experience

- Provide overview of the company to include brief history, year established, years in business, range of services offered, management team and key staff
- Describe the company’s experience providing Security Guard services similar in size, complexity and scope as identified in Section V
- Provide details of the company’s procedure that covers prompt and proper response to incidents and emergency situations



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### Sub-Criteria #2 – Qualifications

- Briefly describe the proposed Project Manager’s qualifications and experience including but not limited to education, training and certifications if applicable
- Briefly describe the proposed Field Supervisor’s qualifications and experience including but not limited to education, training and certifications if applicable

#### 12.4.2 Company Resources

250 Points

Describe the company’s ability to dedicate the personnel, equipment and other resources deemed necessary to provide the requested services and identify your availability to begin work.

#### 12.4.3 Method of Approach

200 Points

Provide a recommended approach that reflects understanding and commitment in providing the requested services and explain how administrative processes will ensure that appropriate levels of attention are provided, and that work is properly performed.

#### 12.4.4 Attachment C – Cost of Services

200 Points

Provide an hourly rate for each line item on Attachment C – Cost of Services. The hourly rate shall include all expenses for wages (including overtime and holidays), payroll taxes, contract management, supervisor differential, insurance and benefits, materials, equipment, supplies, transportation, mileage, and all other overhead burdens associated with the cost to perform the required services. Additional charges will not be paid.

### 13. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

### 14. OFFER RESULTS:

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

The City will post a preliminary offer tabulation on the City’s website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer





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opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

**15. PRE-AWARD QUALIFICATIONS:** Items 15.1 through 15.6 must be provided in Section VI - Submittals to be considered a responsive offer. Upon notification of recommendation of award, the successful Offeror will have 10 calendar days to submit item 15.7.

**15.1** Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation. This information must be provided in Section VI - Submittals, paragraph 6, Years in Business.

**15.2** Offeror's Project Manager must possess a minimum of two (2) years of experience as a manager in the Security Guard industry.

**15.3** Offeror's Field Supervisor must possess a minimum of (one) 1 year of experience as a supervisor in the Security Guard industry.

**15.4** Financial Position. The applicant shall demonstrate that he has access to, or has available liquid assets, lines of credit, and other financial means sufficient to meet the estimated cash flow requirements of the contract.

**15.5** Equipment. Offeror will own or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items or equipment in full working order, and must demonstrate that, based on known commitment, they will be available for use in the proposed contract. The applicant may also list alternative equipment which it would propose for the contract, together with an explanation of the offer.

15.5.1 Two (2) vehicles

15.5.2 Cell phones at each assigned post

15.5.3 Computer or tablet with cellular connectivity at each assigned post and patrol

15.5.4 Electronic Guard Tour Patrol System

**15.6** Offeror must be licensed with the Arizona Department of Public Safety and in compliance with A.R.S §32-2611.

**15.7** Upon notification of an award the Offeror will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.



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### 16. AWARD OF CONTRACT:

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

**16.2.** 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.

**16.3.** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

### 17. 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 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.

### 18. SOLICITATION TRANSPARENCY POLICY:

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

**18.2.** 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.

**18.3.** 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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**18.4.**With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.

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

**18.6.**“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

### **19. PROTEST PROCESS:**

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

**19.2.**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.

**19.3.**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.

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

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

19.5.1. Identification of the solicitation number;

19.5.2. The name, address and telephone number of the protester;



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- 19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- 19.5.4. The form of relief requested; and
- 19.5.5. The signature of the protester or its authorized representative.

**19.6.** 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.

### **20. PUBLIC RECORD:**

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

### **21. LATE OFFERS:**

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



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### **22. 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.

### **23. CONTRACT AWARD:**

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

### **24. EVALUATION OF COMPETITIVE SEALED OFFERS:**

Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

### **25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

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

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

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

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



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

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

### **26. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:**

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

### **27. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**

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

### **28. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**

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

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

**28.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the



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Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

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

### **29. BEST AND FINAL OFFERS (BAFO):**

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

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

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

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





## SECTION II – STANDARD TERMS AND CONDITIONS

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### 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 Offer as non-responsive.
<b>Should:</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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 will apply:

<b>“A.R.S.”</b>	Arizona Revised Statute
<b>“Buyer” or “Procurement Officer”</b>	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.
<b>"City"</b>	The City of Phoenix
<b>"Contractor"</b>	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
<b>"Contract" or “Agreement”</b>	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
<b>“Days”</b>	Means calendar days unless otherwise specified.
<b>“Deputy Finance Director”</b>	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.





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<b>“Employer”</b>	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).
<b>“Offer”</b>	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
<b>“Offeror”</b>	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
<b>“Solicitation”</b>	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, 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, bids or quotes from suppliers.
<b>“Suppliers”</b>	Firms, entities or individuals furnishing goods or services to the City.
<b>“Vendor or Seller”</b>	A seller of goods or services.

## 2. CONTRACT INTERPRETATION:

- 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.



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- 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:
- 2.2.1. Special terms and conditions
  - 2.2.2. Standard terms and conditions
  - 2.2.3. Amendments
  - 2.2.4. Statement or scope of work
  - 2.2.5. Specifications
  - 2.2.6. Attachments
  - 2.2.7. Exhibits
  - 2.2.8. Instructions to Contractors
  - 2.2.9. Other documents referenced or included in the Solicitation
- 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and



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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.

### 3. **CONTRACT ADMINISTRATION AND OPERATION:**

**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. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

**3.2. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

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

**3.3. 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.



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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 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



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expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

**3.4. 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:

3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.4.2. A breach of a warranty under paragraph 3.4.1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 3.4.1.

**3.5. 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.

3.5.1. At the request of WSD 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



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3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

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).

**3.6. 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.

**3.7. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

**3.8. 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.

**3.9. 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.



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### 4. COSTS AND PAYMENTS:

- 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.
- 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.
- 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.
- 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.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 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.
- 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





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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.

**4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

### 5. CONTRACT CHANGES:

**5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed 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.

**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.

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

### 6. RISK OF LOSS AND LIABILITY:

**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.

**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





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the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

- 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.

- 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.
- 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. 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



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any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 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.

### 7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** 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.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure



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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.

**7.7. 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.

**7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

### **8. CONTRACT TERMINATION:**

**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.

### **8.2. CONDITIONS AND CAUSES FOR TERMINATION:**

**8.2.1** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable



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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.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

**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.

### **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 and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is



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valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

### 10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

### 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.

### 12. NO ISRAEL BOYCOTT:

By entering into this contract, the Contractor certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



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- 1. PRICE:** All prices submitted shall be firm and fixed for the first year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.

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

- 3. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

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

- 4. METHOD OF PAYMENT:** Contractor will be paid on a monthly basis in arrears and shall submit an invoice for the previous month by the 10<sup>th</sup> calendar day.

- 5. SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

- 6. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities or dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements



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during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

- 7. 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 Deputy Finance Director or Department Director prior to the institution of the change.
- 8. SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve 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.
- 9. HOURS OF WORK:** All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.
- 10. POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or 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.
- 11. PERFORMANCE INTERFERENCE:** Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

Primary Department Contact: Water Services Superintendent  
Phone: 602 757-4438

Alternate Department Contact: Security Systems Supervisor  
Phone: 602 616-1918

- 12. COOPERATIVE AGREEMENT:** In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. A current list of eligible entities may be found at [www.mesaaz.gov/business/purchasing/save](http://www.mesaaz.gov/business/purchasing/save).





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Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

- 13. ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
- 15. 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.
- 16. 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.
- 17. MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, setup, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in Attachment C – Cost of Services.

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

- 18. LIQUIDATED DAMAGES:** If the Contractor fails to deliver the supplies or perform the services within the time specified in the contract or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages per occurrence, the amount of \$1,000.00 or \$500.00. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar





**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

VIOLATION	AMOUNT PER OCCURRENCE
Posting security-sensitive City-related comments or photos on any website to include but not limited to social websites	\$1,000.00
Violation of established post orders	\$500.00
Sleeping on duty	\$500.00
Unauthorized use of City property to include but not limited to official documents, equipment, uniforms official identification or media other than for official duty	\$500.00
Falsifying official reports, documents, bills, timesheets, duty logs	\$500.00
Disclosing any official or security-sensitive information without prior written permission from the City	\$1,000.00
Failure to staff post	\$500.00

**19. COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

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

**21. PRE-PERFORMANCE CONFERENCE:** A pre-performance conference will be held by the City’s 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.



## SECTION III – SPECIAL TERMS AND CONDITIONS

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- 22. TELEPHONE USE:** Contractor shall be allowed job-related use of City telephone service at no cost to the Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

Personal cell phone use by contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. This includes communications between Contractor's Management and onsite employees.

- 23. TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

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

**25. BACKGROUND SCREENING:**

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**25.1 Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes,



the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

**25.2 Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

**25.3 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 the 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.

**25.4 Continuing Duty; Audit:** Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

**25.5 Variances and Exemptions:** Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City’s discretion.

**25.6 Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor’s default under this section will include, but is not limited to, the following:



## SECTION III – SPECIAL TERMS AND CONDITIONS

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- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

**25.7 Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled



hours. Access to the building will be directed by the City's authorized representative.

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

Unless otherwise provided for in the scope of work:

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

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

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

**25.10 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.

**25.11 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.



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key	\$55.00	per key
Replacement Electronic Key Fee:	\$250.00	per key
Replacement Locks	\$55.00	per lock
Replacement Electronic Locks:	\$300.00	per lock

**25.12 BACKGROUND SCREENING – MAXIMUM RISK:**

**25.12.1** The current risk level and background screening required is **MAXIMUM RISK**.

**25.12.2 Maximum Risk Level:** A maximum risk background screening will be performed every three years when the Contract Worker’s work assignment will:

- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
- City data centers, money rooms, high-value equipment rooms; or
- access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

**25.12.3 Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

**25.12.4 Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

- Driving records (for driving positions only)

**25.12.5 Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include:**

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



- Currently on parole or probation
- Terrorists watch list

**25.12.6 Contractor Certification; City Approval of Maximum Risk Background Screening:** Unless otherwise provided for in the Scope of Work, 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 pass/fail results to the City for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; 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 the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 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.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 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.





## SECTION III – SPECIAL TERMS AND CONDITIONS

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- 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

**26. 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.

**27. SECURITY INQUIRIES:** Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract





**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

shall not be proposed to perform work under other City contracts or engagements without the City’s prior approval.

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

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

**28. HANDLING OF PHOTOGRAPHS:** The US Department of Homeland Security has designated water and wastewater treatment facilities as ‘critical infrastructure/key resources. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.



**1. DEFENSE AND INDEMNIFICATION CLAUSE:**

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

**2. CONTRACTOR’S INSURANCE:**

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

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

**2.1 SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the



## SECTION IV – DEFENSE AND INDEMNIFICATION

CITY OF PHOENIX

coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

### 2.1.1 Commercial General Liability – Occurrence Form

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

- The policy must be endorsed to include errors and omissions coverage or a separate professional policy must be purchased.
- The policy must be endorsed to include coverage for “care, custody and control” of the property of others.
- The policy must be endorsed to include coverage for the operation of mobile equipment (if required as part of the Scope of Services)
- Coverage for reasonable use of force must not be excluded.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

### 2.1.2 Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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**SECTION IV – DEFENSE AND INDEMNIFICATION**

**CITY OF PHOENIX**

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**2.1.3 Worker’s Compensation and Employers’ Liability**

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

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

**3. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **City of Phoenix, Attn: Audrey Mims, 200 W. Washington St, 9<sup>th</sup> floor, Phoenix, AZ 85003 or [audrey.mims@phoenix.gov](mailto:audrey.mims@phoenix.gov).**

**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 required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**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 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



## SECTION IV – DEFENSE AND INDEMNIFICATION

CITY OF PHOENIX

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, Attn: Audrey Mims, 200 W. Washington St., 9<sup>th</sup> floor, Phoenix, AZ 85003 or [audrey.mims@phoenix.gov](mailto:audrey.mims@phoenix.gov)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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

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



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 1. PURPOSE:

The City of Phoenix (“City”) Water Services Department (“WSD”) requires experienced, licensed, unarmed, uniformed Security Guards, to provide the full range of Security Guard services at the facilities covered in the resulting contract.

### 2. BACKGROUND:

The City WSD Security Management Unit (“SMU”) is directly responsible for the physical security of all WSD Water Production, Waste Water, and Remote Facilities. This service is provided by SMU in conjunction with contracted Security Guard services.

### 3. WSD REPRESENTATIVE:

The WSD Representative and Contractor’s point of contact on the resulting contract is the WSD SMU Supervisor.

### 4. CONTRACTOR WORK REQUIREMENTS:

4.1 Provide all necessary labor, equipment, supplies, materials, transportation and supervision to provide high quality Security Guard services for the WSD, coordinated through the SMU.

4.2 Contractor shall comply with all requirements of the Arizona Revised Statutes, Chapter 32-2601 *et. seq.* It is the responsibility of the Contractor to ensure all guards are properly certified by the Arizona Department of Public Safety (“DPS”) throughout the term of this contract.

4.3 Security Guards are not intended to serve as an enforcement agent or directed to apprehend individuals in the process of committing a crime. All enforcement actions shall be the responsibility of the appropriate law enforcement agency. While on duty, guards shall not possess or carry any weapons, including, but not limited to firearms, knives, impact weapons, mace, pepper spray, or tasers.

4.4 Contractor is required to hire and maintain a sufficient number of staff to service all locations/posts on a daily basis, including weekends and City - recognized holidays. (City-recognized holidays are New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (Thursday and Friday), 4 hours on Christmas Eve, and Christmas Day). The City prefers the Contractor maintain a level of no less than 75% full-time Security Guards under the resulting contract. Contractor will have contingency plans for



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

supplying additional cleared and badged Security Guard resources as dictated by heightened security levels or unplanned events.

4.5 Contractor shall keep the WSD Representative informed in writing of the name and telephone number of the Project Manager(s) who can be contacted at any time and who is authorized to represent Contractor in all matters pertaining to the contract.

4.6 The Contractor's staff assigned to satisfy the obligations under this contract shall be exclusive and dedicated to this contract only during the hours when they are at City facilities.

### 4.6.1 Security Guards

Security Guard duties and responsibilities are identified in paragraph 8. Contractor shall be directly responsible for the conduct of all employees assigned to the contract, notwithstanding the legal relationship entered into by and between Contractor and their employees.

### 4.6.2 Field Supervisors

4.6.2.1 Provide daily, consistent supervision, guidance and direction to all Security Guards assigned to work under the resulting contract. The Contractor will provide daily briefings to assigned Security Guards, address substandard performance issues, act as necessary to guide and address low performing Security Guards toward improved productivity, correct inappropriate or poor behavior immediately and address policy and/or post order violations.

4.6.2.2 Receive all Security Incident Reports and daily reports from Security Guards during their shifts. Supervisors will also submit Security Incident Reports detailing their involvement in any incidents. Supervisors will review each report for completeness and readability.

4.6.2.3 Provide a roving security presence and make security checks on facilities and properties as required during each shift.

4.6.2.4 Monitor the performance and appearance of all Security Guards.

### 4.6.3 Project Manager

Project Manager(s) shall maintain the needs of the contract and will be approved by the WSD Representative. Project Manager(s)





## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

will facilitate the administration of the contract and will coordinate the operation. The Project Manager will also:

4.6.3.1 Have a reasonable level of authority to act on behalf of Contractor on all operational, personnel and contractual matters (i.e. post order modifications, conduct or personnel issues, and notification of security changes).

4.6.3.2 Be available to meet and discuss managerial reports, incident reports, employee performance, billing questions, and other security issues on an as needed or regularly scheduled basis, as requested by the WSD Representative.

4.6.3.3 Be the first line of contact for any issue and will be available 24/7.

4.6.3.4 Respond to the WSD Representative within 15 minutes for all events involving security.

### 4.7 General Responsibilities:

4.7.1 Inspect and patrol each WSD site, including remote sites, in accordance with Exhibit A.

4.7.2 Respond to alarm(s) twenty-four (24) hours per day, including Saturdays and Sundays and all City-recognized holidays.

4.7.3 Conduct site surveillance by foot, electric cart or vehicle.

4.7.4 Monitor the public and watch for potential disturbances.

4.7.5 Identify and report security and ( ) safety violations.

4.7.6 Maintain files for security-related documentation in accordance with industry standards

4.7.7 Assist WSD personnel in emergency situations to include, but not be limited to: special events, crowd control, service interruptions, collisions, fire/life safety incidents, etc.

4.7.8 Provide data and/or reporting of events for programs, events or plans that support WSD safety and security objectives.

4.7.9 Provide information as required for reports, criminal trending, calls for service

4.7.10 Maintain discipline, excellent professional appearance, professional demeanor, integrity, and attention to duty among Contractor employees.

4.7.11 Require the security personnel to proactively practice WSD expected conduct, City security policies, procedures and orders.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

4.7.12 Act as the agent for WSD to enforce their published policies and rules. Contractor will request the assistance of local law enforcement for removal of individuals from the properties when they fail to abide by WSD policies and rules as well as civil and criminal code violations.

4.7.13 Notify law enforcement of any illegal or unauthorized activity as observed. Provide documented account of all activity witnessed and assist law enforcement as required. Ensure that prompt action is taken to address security incidents and, to the extent observed, accidents, fire, property damage and safety hazards.

4.7.14 Provide communications dispatch services to mobile field units, supervisors and post personnel

4.8 Reporting: Contractor will provide comprehensive managerial reports and data to the WSD Representative for evaluating the quality and appropriate deployment of security services. Periodic and special reports will be provided by Contractor as required by the City concerning operational and performance issues. Such periodic reports include but are not limited to:

4.8.1 Every Friday by 5:00pm, Contractor will submit to the WSD Representative, a complete electronic deployment schedule for all posts for the upcoming week.

4.8.2 Every Friday by 5:00pm, Contractor will submit to the WSD Representative, an electronic summary of the daily log data; incident report data; facilities maintenance issues reported; and security and criminal activities.

4.8.3 Every month on the 10<sup>th</sup> calendar day by 5:00pm, Contractor will submit to the WSD Representative a comprehensive report on the previous month's activities. This report will contain field supervisor's weekly inspection reports, supervisory review reports, alarm response incidents, a complete listing of incident reports, a complete listing of facilities maintenance issues reported, staff training, staff turn-over statistics, and emerging or continuing challenges or issues.

4.9 Duty Assignments: Contractor shall record all duty assignments, in a format approved by the WSD Representative ensuring that the following information is captured:

4.9.1 Employee start/end date and time;

4.9.2 Post/duty performance;

4.9.3 Employee brief/relief periods;



## SECTION V – SCOPE OF WORK

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- 4.9.4 Supervisory review/inspections;
- 4.9.5 Signature/print of subject employee; and
- 4.9.6 Signature/print of certifying official.

4.10 Outside Employment: Contractor will ensure that employees follow internal policies regarding outside employment.

4.11 Personnel Changes and Substitute Personnel: Substitute personnel shall be equal in qualifications to regularly assigned personnel. Regularly assigned Security Guards that require relief for breaks, meals and other requested absences shall be replaced with a fully trained and qualified Security Guard. Contractor shall provide break relief personnel at no additional charge. All costs associated with this requirement shall be included in the contracted unit rates.

4.12 Written Orders: Contractor shall review, develop, write, distribute and maintain all written orders, bound and in good condition, on all operational and procedural instructions. These orders shall be based on established policy, law, security procedures, and specifications of the statement of work or as directed by the City. All orders shall be kept current to reflect changes in procedures, policies and regulations. Contractor will ensure updated written orders are located at each site at all times

4.13 Changes in Staffing/Posts/Operational Hours: Contractor shall have the ability to respond to both permanent and temporary changes in staffing, number of posts or operational hours, in the time frame required by the City. Staffing, number of posts or operational hours are subject to change depending on operational requirements. The resulting contract does not guarantee that the staffing, number of posts and operational hours will remain the same during the contract term. Thirty days' written notice will be given for planned changes and for unplanned changes, verbal notice will be given within four (4) - 24 hours, for example, in response to heightened threat conditions. A verbal notice will be confirmed with a written notice within seven (7) days.

### **5. REMOVAL / REPLACEMENT OF CONTRACTOR EMPLOYEES:**

The City reserves the right to request the removal of any Security Guard assigned under the resulting contract, that the City deems unqualified, unsuitable or unfit for the performance of the required duties. An oral request for removal of Contractor's Security Guard will be followed up with a written request. Contractor shall bear the cost of removing and replacing a Security Guard.



## SECTION V – SCOPE OF WORK

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### 6. RECRUITMENT:

Contractor shall maintain an active personnel screening, recruitment, selection, and retention program to provide sufficient personnel to fill the positions at all posts identified. This program shall aim to deter employee attrition and promote stability in the work force, being sufficient to keep abreast of attrition and shall be an adjunct to the management and training programs.

### 7. MINIMUM QUALIFICATIONS OF SECURITY GUARDS/FIELD SUPERVISORS:

7.1 Must be 21 years of age or older.

7.2 Must be a United States citizen.

7.3 Must have no felony convictions.

7.4 Must clear Department of Public Safety background check.

7.5 Be State of Arizona certified.

7.6 Must have a high school diploma or GED equivalency.

7.7 Guards must have a minimum of 1 years' experience as a Security Guard, police officer or military police officer

7.8 Field Supervisors must have a minimum of 2 years' experience as a Security Guard, police officer or military police officer.

7.9 Must be fluent in English and be able to communicate with the general public in a face-to-face setting, by telephone, and by two-way radio.\*\*

7.10 Must be able to read, interpret, and implement written instructions/Post Orders, understand and follow oral instructions, and assimilate specialized training.

7.11 Must be able to prepare written documents in the English language.

7.12 Must be computer literate.

7.13 Must be physically capable of operating motor vehicles safely and possess a valid driver's license if duties require.

7.14 Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies.



## SECTION V – SCOPE OF WORK

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7.15 Must be able to observe behaviors and report details accurately.

7.16 Must be able to remain in a standing or sitting position for extended periods of time and be able to travel on foot across rough, uneven or rocky surfaces.

7.17 Must be able to work in a variety of weather conditions with exposure to the elements.

7.18 Must maintain a level of physical fitness necessary to climb stairs or ladders and lift and/or move objects weighing up to 30 pounds. Must be physically capable of performing foot patrols and remaining vigilant and active while on duty.

\*\* The CITY desires for Contractor to employ and assign to the resulting contract some individuals that are bilingual.

### **8. SECURITY GUARD DUTIES AND RESPONSIBILITIES:**

The duties below shall be described in full detail in Post Orders and are subject to change.

#### **8.1 General Duty Requirements for Security Guards:**

8.1.1 Carry their certification identification card at the job site.

8.1.2 Ensure compliance with Post Order procedures and guidelines.

8.1.3 Keep the work area free of obstacles and debris.

8.1.4 Observe and report suspicious activities/persons by contacting 911 in emergencies or for crimes in progress. For non-emergencies contact SMU duty officer via 24-hour SMU phone number in the event of an emergency. Security Guard shall call the appropriate 1<sup>st</sup> responder and immediately notify the SMU duty phone as soon as possible within the event. (Phone numbers to be provided upon contract award.)

8.1.5 Possess a general understanding of counter-terrorism measures and behavior assessment.

8.1.6 Report any and all incidents relating to possible or suspected threats to the SMU duty phone, as appropriate per location

8.1.7 Conduct preliminary and follow-up investigation on incidents within 24 hours or by other direction of SMU

8.1.8 Account for all security badges, keys and locks assigned. Keys shall not be duplicated. If a Security Guard loses or duplicates a key without authority, the City may request



## SECTION V – SCOPE OF WORK

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suspension or removal of the Security Guard from the contract. When the security of keys or lock system has been compromised by the actions of the Security Guard, the lock or system shall be replaced in total or in part by the City, and all costs for such replacements shall be borne by Contractor.

8.1.9 Provide security during special events and emergency situations to protect facilities, employees, properties, and visitors.

8.1.10 Security support shall also be provided during investigations of violations of Federal, State, and local laws that appear to pose threats to the security and safety of any facility or personnel.

8.1.11 Follow WSD and Contractor provided general and site-specific protocols.

8.1.12 Perform other specific duties as assigned by the Contract Representative.

8.1.13 Familiarization with the operation of a two-way radio to dispatch and respond to security incidents and alarms.

### 8.2 Reporting:

8.2.1 Immediately report any security-related issues to the SMU duty phone. A written report will be submitted before the end of the work shift.

8.2.2 Create written incident reports independent from the police report, for intrusion, fire, theft, vandalism, disruptive behavior, criminal behavior, persons requiring emergency assistance, security breaches, unauthorized entry by any persons known or unknown, conditions which may be a hazard to the health or safety of employees or visitors, surveillance being conducted, or suspicious activity. Incident reports shall list all pertinent facts, including damage to property or the observation of any unusual or suspicious activities, and immediate appropriate action taken to address the issue. Additionally, report potentially hazardous conditions in buildings or areas and items in need of repair, e.g. inoperative locks, broken fences, barrier damage, lighting and landscaping deficiencies, and any other potentially dangerous situation.

8.2.3 Maintaining a written daily log of all checks performed; include time, date and name of the Security Guard performing the checks.

8.2.4 Ensure that all reports and other documents (i.e. event reports, logs, accident reports, and report of investigations), are



## SECTION V – SCOPE OF WORK

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written clearly, legibly and accurately. All reports and documents are the property of the City of Phoenix.

8.2.5 Report all safety concerns to the SMU duty phone immediately.

### 8.3 Patrols and Fixed Posts:

8.3.1 Conduct security inspections to ensure the protection of property, building security, fire and safety hazards.

8.3.2 Plan and conduct daily scheduled and unscheduled security inspections of property and facilities

8.3.3 Monitor CCTV systems and other security equipment at WSD guardhouse at WSD sites. Perform basic operations of the City's PC-based access control/intrusion detection systems, and CCTV surveillance systems.

### 8.4 Customer Service Requirements:

8.4.1 Demonstrate a professional attitude at all times and be fully prepared to work at designated times in assigned post areas. Security Guards must appear professional and must be approachable, calm, energetic, pleasant and polite. Provide personalized service when appropriate to meet customer needs. When a problem arises, offer assistance.

8.4.2 Communicate effectively, including seeking bilingual assistance when necessary. Maintain eye contact and check for the customer's understanding; i.e., ask questions. The Security Guard must be able to assist any special needs customers and City employees.

8.4.3 The Security Guard should be discrete, offer a solution and follow through when problems arise. The Security Guard should remain calm, show an understanding for the badge holders and or customer's situation. If unable to prevent escalation, Security Guard will notify their supervisor or SMU duty phone.

8.4.4 Do not accept gratuities and/or gifts, such as money, lunches or free items.

## 9. SECURITY GUARD APPEARANCE:

### 9.1. Attire

9.1.1 Contractor issued uniform is required, must be properly fitted, clean, pressed and kept in good repair and condition.





## SECTION V – SCOPE OF WORK

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9.1.2 City will have authority under the guidelines set forth by the DPS Licensing Unit to approve all guard uniforms prior to wear. No unauthorized uniforms or accessories are permitted. Uniform items that resemble any component of known Arizona law enforcement agency uniforms will not be approved.

9.1.3 Provide Security Guards with badges and name plates in order to provide a professional appearance.

9.1.4 Security Guards shall wear name plates centered over the right breast pocket.

9.1.5 Shirts/blouses shall be of solid color with shoulder identification patches not less than two (2) inches that include company logo and name as required by ARS Section 32-2601 et. seq. Identification patches must be on each shirt/jacket and any outer garment.

9.1.6 All outer uniform shirts will be worn with a corresponding crew or v-neck t-shirt so as not to contrast with the outer shirt (i.e. no black or nav blue undershirts under a white uniform shirt).

9.1.7 Necklaces worn will be conservative and will not be worn on the outside of the uniform shirt.

9.1.8 Full-length slacks shall be a solid color.

9.1.9 Hats are not required but may be worn if provided by Contractor and consistent in color, style and logo design of Contractor. Such hats will be worn appropriately on the head, facing forward. No personally owned hats will be worn.

9.1.10 Boots will be black, laced or zipped, shined and in good repair/condition. Sandals are not allowed.

9.1.11 Sock color will be appropriate with uniform color. White socks may not be worn.

9.1.12 Rain gear and/or jackets with the designated logo may be worn but must match existing uniform.

### 9.2 Hygiene

9.2.1 Security Guards shall be neat in dress and use proper hygiene.

9.2.2 No smoking, vaping, chewing tobacco or use of any tobacco products of any kind are permitted while on duty.

9.2.3 Facial hair (mustaches, sideburns) is acceptable if kept in a clean and trimmed manner acceptable to the CITY.

9.2.4 Hairstyles will be well kept; hair shall be clean and trimmed at all times.

9.2.5 Body odor shall be controlled so as not to be offensive.

9.2.6 Proper oral hygiene shall be used.



## SECTION V – SCOPE OF WORK

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9.2.7 Face and body shall be clean and kept free of dirt.

9.2.8 No piercings are authorized with the exception of two small stud earrings for female guards affixed through the ear lobe.

9.2.9 Visible tattoos will be appropriate.

9.2.10 Make up and nails will be kept neat and conservative.

### 10. PROFESSIONAL CONDUCT:

10.1 Contractor shall ensure the highest standards of employee conduct and integrity are maintained. Assignments shall be performed in accordance with prescribed regulations as well as in a safe and secure manner. Contractor personnel are subject to all Federal, State, and local laws in the jurisdiction in which they are performing services. The City reserves the right to direct the removal of any Contractor personnel determined to be non-compliant with the contract requirements and Contractor shall bear full financial responsibility.

10.2 A determination to remove a Security Guard may be made as a result of violations of post orders, delinquency or any of the following acts of misconduct:

10.2.1 Failure to demonstrate courtesy and good manners.

10.2.2 Failure to comply with "Smoke Free Arizona Act," A.R.S. 36-601.01.

10.2.3 Unauthorized use of CITY property inclusive of computers, communication equipment, telephones or radios, automobiles, or any other CITY property.

10.2.4 Falsifying or unlawfully concealing, removing, mutilating or destroying any official documents, records, badges, keys, or concealing material facts by intentional omission from official documents or records.

10.2.5 Knowingly giving false or misleading statements or concealing material facts in connection with official reports, records, investigations, or about other contract employees/officials, the general public and City employees.

10.2.6 Disclosing any official information to include duties or responsibilities under the resulting contract or writing and/or distributing any news or press releases without expressed written permission from the City.

10.2.7 Engaging in inappropriate discussions concerning internal matters, policies, grievances, legal issues, personalities, financial, personal, or family matters with City employees, the public, or any known associate of the above, except as authorized by law.

10.2.8 Disclosure of duty assignment(s) or security related issues without the express approval of the City.

10.2.9 Sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned



## SECTION V – SCOPE OF WORK

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task, conducting personal affairs during duty hours, refusing to render assistance or any other act that constitutes neglect of duties.

10.2.10 Failure to remain on duty until properly relieved or deserting a duty post.

10.2.11 Displaying disorderly or immoral conduct, e.g. using abusive or offensive language, quarreling, intimidating by words or actions, fighting or participating in disruptive activities.

10.2.12 Gambling or unlawfully wagering or promoting gambling.

10.2.13 Accepting gratuities and/or gifts, such as money, lunches, or free items.

10.2.14 Using the uniform or security badge and/or other identification for other than official business while on or off duty.

10.2.15 Unethical or improper use of official authority identification or credentials e.g. badges, passes and other document providing special access or privileges.

10.2.16 Involvement in any form of discrimination or sexual harassment.

10.2.17 Failure or delay (without justifiable cause) in carrying out a proper order of the City's Contract Representative.

10.2.18 Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break areas.

10.2.19 Employment in any other position which would constitute a real or apparent conflict of interest with the mission of the City.

10.2.20 No reading unauthorized material shall be permitted while Security Guards are in public view.

10.2.21 No personal phone calls will be permitted except in an emergency.

### 11. CONTRACTOR REQUIRED EQUIPMENT:

11.1 Contractor will be responsible for all expenses related to the supply, maintenance, repair and/or replacement of Contractor supplied equipment.

11.2 The following list of required equipment shall be provided by the Contractor and used during contract performance:

- Two (2) vehicles with the immediate capability to go off road at any time, with all terrain tires. Vehicles must be clean, presentable, in good running condition, clearly marked as a security vehicle, be equipped with appropriate light bars, mini light bars or beacons.
- Cell phones with camera and video capability for each assigned post (including special assignments) capable of cellular data operation.



## SECTION V – SCOPE OF WORK

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- Computer or Tablet with cellular connectivity for completion of reports at each post and patrol.
- Electronic Guard Tour Patrol System that the WSD can access 24/7.

11.3 Contractor shall ensure that backup equipment is available. No post will be without equipment for more than four (4) hours of notification of the malfunction.

## 12. TRAINING:

### 12.1 Contractor Provided Training:

Contractor must provide appropriate training to Security Guards and Field Supervisors prior to the start of providing service and must maintain its on-going training program throughout the contract term to ensure competent work performance. Contractor must submit training documentation for each assigned employee upon request. The City reserves the right to audit Contractor's training records and in addition, Contractor shall provide continuing professional education as discussed with the SMU.

12.1.1 Legal Aspects of Security

12.1.2 First Aid/CPR

12.1.3 Fire prevention, control and suppression;  
use of a handheld fire extinguisher

12.1.4 Blood borne pathogens

12.1.5 Hazard communication/Material Safety Data Sheet

12.1.6 Patrol techniques

12.1.7 Security Guard Safety

12.1.8 Crime Prevention

12.1.9 Report Writing

12.1.10 Terrorism

### 12.2 Site Orientation for WSD Locations:

After contract award, the WSD Representative and Contractor will perform a site orientation/survey. During orientation the following documentation (if applicable) will be provided to the Contractor:

- Copies of the most current post orders
- All instructions and directives for operating security equipment
- All instructions pertaining to the location of installed



## SECTION V – SCOPE OF WORK

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security control equipment and systems

- Post assignment records
- Instructions on auditable documents
- Policies and procedures for responding to emergency alarms, bomb threats, suspected incendiary devices, and other potential hazards
- A review of responsibilities for each post during an emergency
- Instructions on Badges and Security-related requirements

### 12.3 City Provided Training:

WSD will provide mandatory, site-specific, Hazardous Material training to Security Guards and Field Supervisors, at no charge to Contractor, in conjunction with the Site Orientation for WSD Locations. Security Guards must have satisfactorily completed the training prior to reporting to their assigned post. Training is specific to each facility so if Security Guards are moved from one facility to another, they must attend training at the new location prior to reporting to a new post. Contractor shall ensure that Security Guards and Field Supervisors have attended training and shall document training date, time, and facility in their personnel file. Information must be provided upon request to the WSD Representative. Contractor will not place any Security Guard at a post without the proper training.

## 13. PRE-STARTUP REQUIREMENTS:

### 13.1 Badging:

A pre-startup meeting will be held after City Council approval of contract award. At this meeting, Contractor will be required to submit a list of proposed Contractor employees. Contractor will schedule an appointment for badging in groups, 2 weeks before the contract start date. (See Section III, paragraph 25, Background Screening, for badging requirements). It is mandatory for each Contractor employee to use their badge for entry to any City sites. During the contract term, any newly assigned Contractor employees must follow the above procedures.

### 13.2 Project Management Plan:

Upon notification of contract award, Contractor shall provide the WSD Representative with a Project Management Plan within 14 days. The Plan shall include, at a minimum, names, assignments and duties of all key personnel; schedules for recruiting and training of personnel;



## SECTION V – SCOPE OF WORK

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developing orders; emergency recall plan; schedules and format for monthly and other reporting requirements; timekeeping; and billing and accounting procedures. This plan shall become effective when approved by the WSD Representative.

### 14. LOCATIONS:

The covered locations are identified in Exhibit A. The City reserves the right to increase or decrease the number of locations at its sole discretion. Thirty (30) days' written notice will be given for planned changes and for unplanned changes, verbal notice will be given within four (4) - 24 hours, for example, in response to heightened threat conditions. A verbal notice will be confirmed with a written notice within seven (7) days.

### 15. DELIVERABLES:

During the contract term, Contractor will be required to submit the following reports and includes but is not limited to:

- 15.1 Security Incident Report
- 15.2 Deployment Schedule
- 15.3 Daily Log Data
- 15.4 Facilities Maintenance Issues reported
- 15.5 Security and Criminal Activities reported
- 15.6 Inspection Report
- 15.7 Supervisory Review Report
- 15.8 Alarm Response Incidence
- 15.9 Staff Training
- 15.10 Staff Turnover Statistics
- 15.11 Emerging or Continuing Challenges or Issues
- 15.12 Comprehensive Report
- 15.13 Duty Assignments
- 15.14 Report of Investigation
- 15.15 Project Management Plan
- 15.16 Quality Control Program Test Results



**SECTION V – SCOPE OF WORK**

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**16. QUALITY CONTROL / AUDIT PROGRAM:**

- 16.1 At a minimum, Contractor shall utilize and maintain their internal Quality Control Program. Contractor shall ensure that all personnel assigned to the resulting contract are proficient in all general and Post Orders and are following all directives required by the resulting contract.
  
- 16.2 Contractor shall conduct quarterly random employee proficiency testing to ensure that all employees are capable of performing assigned duties and are proficient in the use of security equipment. A summary report on the results of the quality control program shall be provided to the WSD Representative on a quarterly basis.





## SECTION VI – SUBMITTALS

CITY OF PHOENIX

### 1. COPIES:

**1.1** Please submit one (1) original pdf copy electronically via email to the following: [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov).

**1.2** Please submit only this Submittal Section and the Tabs identified below. Do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the offer opening date and is irrevocable unless it is in the City's best interest to release offer(s).

### 2. OFFER SUBMITTAL FORMAT:

**2.1** The written offer should be:

- 2.1.1 Completed in ink or typewritten for ease of evaluation;
- 2.1.2 Signed by an authorized representative of the Offeror;
- 2.1.3 Submitted with contact information for the individual(s) authorized to negotiate with the City;

**2.2** Submit with a Table of Contents and **tabbed** per the following major sections:

Tab A - Pre-Award Qualifications as instructed in Section I – Instructions, para. 15

- 15.1** Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation. This information must be provided in Section VI - Submittals, paragraph 6, Years in Business.
- 15.2** Offeror's Project Manager must possess a minimum of two (2) years of experience as a manager in the Security Guard industry.
- 15.3** Offeror's Field Supervisor must possess a minimum of (one) 1 year of experience as a supervisor in the Security Guard industry.
- 15.4** Financial Position. The applicant shall demonstrate that he has access to, or has available liquid assets, lines of credit, and other financial means sufficient to meet the estimated cash flow requirements of the contract.
- 15.5** Equipment. Offeror will own or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items or equipment in full working order,



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

and must demonstrate that, based on known commitment, they will be available for use in the proposed contract. The applicant may also list alternative equipment which it would propose for the contract, together with an explanation of the offer.

- A. Two (2) vehicles
- B. Cell phones at each assigned post
- C. Computer or tablet with cellular connectivity at each assigned post and patrol
- D. Electronic Guard Tour Patrol System

**15.6** Offeror must be licensed with the Arizona Department of Public Safety and in compliance with A.R.S §32-2611.

See Section I – Instructions, paragraph 12.4 for detailed information on the evaluation criterion in Tabs B – E.

Tab B - Company History, Experience, and Qualifications	350 Points
Tab C - Company Resources	250 Points
Tab D - Method of Approach	200 Points
Tab E - Attachment C – Cost of Services	200 Points
Tab F - Section VI - Submittals	
Tab G - Attachment A – Conflict of Interest & Solicitation Transparency Disclosure Form	
Tab H - Attachment B - References	
Tab I - Acknowledgement of Addenda(s), if applicable	

### 3. COSTS AND PAYMENTS:

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

- Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

**4. OPTION FOR ADDITIONAL STAFFING; POST; OPERATIONAL HOURS; AND LOCATIONS:**

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to the actual staffing, number of posts, operational hours and locations for Security Guard services, that will be needed under this contract. The City reserves the right to add, change or delete staffing, number of posts, operational hours or locations as circumstances may require.

**5. EMERGENCY 24-HOUR SERVICE CONTACT:**

Name \_\_\_\_\_

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

Alternate Contact \_\_\_\_\_

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

**6. YEARS IN BUSINESS:**

Contractor certifies that they have provided complete Security Guard Services listed in this solicitation for a period of \_\_\_\_\_ years.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**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 a solicitation.

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

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

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

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

Taxpayer’s Federal Identification No.: If recommended for contract award, Bidder 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 Bidder 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)	
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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

\_\_\_\_\_  
Name and Type of Company  
(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 \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

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

**CITY OF PHOENIX**  
A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_  
Director or delegate, Department  
Eric Froberg  
Interim Water Services Director

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2020  
City Clerk

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



**ATTACHMENT A – CONFLICT OF INTEREST & SOLICITATION  
TRANSPARENCY DISCLOSURE FORM**

**CITY OF PHOENIX**

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

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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.

<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.
<input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:

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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7. Disclosure of conflict of interest:

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**ATTACHMENT A – CONFLICT OF INTEREST & SOLICITATION  
TRANSPARENCY DISCLOSURE FORM**

**CITY OF PHOENIX**

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

- 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.





**ATTACHMENT A – CONFLICT OF INTEREST & SOLICITATION  
TRANSPARENCY DISCLOSURE FORM**

**CITY OF PHOENIX**

- 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



**ATTACHMENT B - REFERENCES**

**CITY OF PHOENIX**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Security Guard Services of a similar size, complexity and scope within the past five (5) years.

**The Offeror may not use the City of Phoenix as a reference.**

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_



**ATTACHMENT B - REFERENCES**

**CITY OF PHOENIX**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three financial references the Contractor is currently doing business with.

Bank/Credit Union/Lender Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_

Bank/Credit Union/Lender Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_

Bank/Credit Union/Lender Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

Email address \_\_\_\_\_



**ATTACHMENT C – COST OF SERVICES**

**CITY OF PHOENIX**

1. Provide an hourly rate for each line item. The hourly rate shall include all expenses for wages (including overtime and holidays), payroll taxes, contract management, supervisor differential, insurance and benefits, materials, equipment, supplies, transportation, mileage, and all other overhead burdens associated with the cost to perform the required services. Additional charges will not be paid.
2. All quantities are estimates and the City does not guarantee that the Contractor will receive a specific amount of work.

**Cost of Services: All or None**

Job Classification	Unit of Measure	Hourly Rate	Est. Weekly Hours	Total Price
Security Guard	Hour	\$ _____	730	\$ _____
Field Supervisor	Hour	\$ _____	60	\$ _____
Total Weekly Price				\$ _____
<b>Total Annual Price</b>				\$ _____



**EXHIBIT A – WATER SERVICES DEPARTMENT LOCATIONS AND HOURS**

**CITY OF PHOENIX**

Facility	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
<b>WATER and WASTEWATER PLANTS</b>								
<b>23<sup>rd</sup> Ave WWTP</b> 2470 S 22 <sup>nd</sup> Ave Phoenix 1 Guard 1 Cell phone	0000-1700 Max Hours 15	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-0000; Max Hours 15	0000-2359 24 Hours	0000-2359 24 Hours	120
<b>24<sup>th</sup> Street WTP</b> 6202 N. 24 <sup>th</sup> St. Phoenix 1 Cell phone	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	No Coverage	No Coverage	60
<b>91<sup>st</sup> Ave. WWTP</b> 5615 S. 91 <sup>st</sup> Ave. Tolleson 1 Cell phone 1 Off-road vehicle with all terrain tires	0000-2359 24 Hours	0000-2359 24 Hours	0000-2359 24 Hours	0000-2359 24 Hours	0000-2359 24 Hours	0000-2359 24 Hours	0000-2359 24 Hours	168
<b>Deer Valley WTP</b> 3030 W. Dunlap Ave. Phoenix 1 Cell phone	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	No Coverage	No Coverage	60
<b>Lake Pleasant WTP</b> 37000 New River Rd. Phoenix 1 Cell phone 1 Off-road vehicle with all terrain tires	1800-0600 Max Hours 12	1800-0600 Max Hours 12	1800-0600 Max Hours 12	1800-0600 Max Hours 12	1800-0600 Max Hours 12	1800-0600 Max Hours 12	1800-0600 Max Hours 12	84
<b>Union Hills WTP</b> 2001 E. Deer Valley Rd. Phoenix 1 Cell phone	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	No Coverage	No Coverage	60
<b>Val Vista WTP</b> 3200 E. McDowell Rd., Mesa 1 Cell phone	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	No Coverage	No Coverage	60
<b>1 Supervisor</b> 1 Cell Phone	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	0500-1700 Max Hours 12	No Coverage	No Coverage	60
<b>SUBTOTAL</b>								<b>672</b>



**EXHIBIT A – WATER SERVICES DEPARTMENT LOCATIONS AND HOURS**

**CITY OF PHOENIX**

Facility	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
<b>Remote Sites</b> <b>1 Supervisor/Officer</b> <b>1500-0500 Monday-Friday</b> <b>0000-2359 Saturday-Sunday</b> <b>Includes all City of Phoenix holidays</b> <b>118 Weekly Hours</b> <b>(in weeks without holidays)</b>								
23rd Ave WWTP 2470 S. 22nd Ave	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
24th St. WTP 6202 N. 24th St.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
42nd Place BPS 7615 South 42nd Place	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
42nd Place Res. 8002 S. 42nd Place	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
52nd St. Reservoir 5204 N 52nd St.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
91st Ave WWTP 5615 S 91st Ave Tolleson	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Cave Creek WRP 2281 N Cave Creek Rd.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Deem Hill 27442 N. 39th Ave.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Deer Valley WTP 3030 W. Dunlap Ave.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	



**EXHIBIT A – WATER SERVICES DEPARTMENT LOCATIONS AND HOURS**

**CITY OF PHOENIX**

Hedgepath Res. 21020 N. 46 <sup>th</sup> Ave.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Lake Pleasant WTP 37000 New River Rd (only once on weekend)	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Lift Station 40 5102 E. Ray Rd	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Lift Station 41 (in weeks without holidays) 02 E. Pecos Rd.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Lone Mountain Reservoir 8A-ES1 23425 N. 56 <sup>th</sup> St.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Old Corona Yard 30 West Corona Dr	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Rio Salado Booster Station 2225 S 47 <sup>th</sup> Place	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Rose Garden 20805 N. 56 <sup>th</sup> St	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Shadow Mtn. 14201 N. Cave Creek	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	
Tramonto 5 5ED-B1 26701 North 19 <sup>th</sup> Ave	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000-2359</b>	<b>0000-2359</b>	





**EXHIBIT A – WATER SERVICES DEPARTMENT LOCATIONS AND HOURS**

**CITY OF PHOENIX**

Tramonto 6 6B-B1 31601 North 26 <sup>th</sup> Ave	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Tramonto 7 7B-ES1 34701 N. 19 <sup>th</sup> Ave.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Tres Rios S. 91st Ave Tolleson	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Union Hills WTP 2001 E. Deer Valley Rd	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Upper Reservoir 2650 N. 64 <sup>th</sup> St.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Val Vista WTP 3200 E, McDowell Rd Mesa	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Well 261 4A- W261 20805 N. 56 <sup>th</sup> St.	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
Well 280 9A- W280 4390 E, Rancho Tierra Drive	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
6A-B1 Cave Creek #6 24201 N Cave Creek Road	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
7A-B1 Cave Creek #7 26829 N Cave Creek Road	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	



**EXHIBIT A – WATER SERVICES DEPARTMENT LOCATIONS  
AND HOURS**

**CITY OF PHOENIX**

8A-B1 Cave Creek #8 29221 N Cave Creek Road	1500-0500	1500-0500	1500-0500	1500-0500	1500-0500	<b>0000- 2359</b>	<b>0000- 2359</b>	
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