



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT
200 W. WASHINGTON STREET 18TH FLOOR
PHOENIX, AZ 85003-1611**

**REQUEST FOR QUOTATION
RFQ-20-EDU-44
HEAD START BIRTH TO FIVE PROGRAM
TRANSPORTATION SERVICES**

**PROCUREMENT OFFICER
Nancy Harrison
404-424-3101
Nancy.harrison@phoenix.gov**

SCHEDULE OF EVENTS

ACTIVITY (All times are Local Phoenix time)	
Issue RFQ	Friday, May 21, 2021
Written Inquiries Due Date by 1:00 PM	Monday, June 7, 2021 inquiries shall be submitted electronically via email to hsdprocurement@phoenix.gov .
Respond to Written Inquiries by 5:00 PM	Wednesday, June 9, 2021
Submittal Due Date by 3:00 PM	Monday, June 21, 2021 Bids shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your Bid.



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- B – COST AND PAYMENT TERMS & OPTIONS**
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- E – ASSURANCES PART I**
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EXHIBITS

- A – UNUSUAL INCIDENT REPORT FORM**
- B – SAMPLE INVOICE**
- C – SAMPLE TRIP DETAIL**



SECTION I – INSTRUCTIONS

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1. STATEMENT OF WORK:

- 1.1. The City of Phoenix invites Quotes for transportation services for a four-year period commencing on or about July 1, 2021 ending May 30, 2025, in accordance with the specifications and provisions contained in this Contract.
- 1.2. Notwithstanding the foregoing, this Contract will terminate upon the earliest occurrence of any of the following:
 - reaching the end of the term and any extensions exercised as set forth above; or
 - payment of the maximum compensation under this Contract; or
 - termination pursuant to the provisions of this Contract.

2. PREPARATION OF QUOTE:

- 2.1. All forms provided in Submittal Section must be completed and submitted with the Quote.
- 2.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Quote must be initialed in original ink by the authorized person signing the Quote. No Quote will be altered, amended or withdrawn after the specified Quote due date and time. The City is not responsible for Contractors errors or omissions.
- 2.3. All time periods stated as a number of days will be calendar days.
- 2.4. It is the responsibility of all Contractors to examine the entire document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Quote. Negligence in preparing a Quote confers no right of withdrawal after due date and time. Contractors are strongly encouraged to:
 - 2.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 2.4.2. Study and carefully correlate Contractors knowledge and observations with the Contract and other related data.
 - 2.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in or between the Contract and other related documents.
 - 2.4.4. Contractors are reminded that the specifications stated in the Contract are the minimum level required and that Quotes



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submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Contract. Quotes with less than any minimum specifications or criteria specified are not responsive and should not be submitted.

2.4.5. Quote 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 quoted. Quotes 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

2.4.6. 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.

3. EXCEPTIONS:

Contractor must not take any exceptions to any terms, conditions or material requirements of this Contract. Quotes submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Contractors must conform to all of the requirements specified in the Contract. The City encourages Contractors to send inquiries to the procurement officer rather than including exceptions in their Quote.

4. INQUIRIES:

All questions that arise relating to this Contract should be directed via email to the Procurement Officer.

No informal contact initiated by Contractors on the proposed service will be allowed with members of City's staff from date of distribution of this Contract until after the closing date and time for the submission of quotes. All questions concerning or issues related to this Contract must be presented **in writing**.

5. BUSINESS IN ARIZONA:

The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.



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6. LICENSES:

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

7. CERTIFICATION:

By signature in the Offer and Acceptance page, Contractor certifies:

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

8. PRE-AWARD QUALIFICATIONS:

- 8.1. Contractor must have been in operation a minimum of 3 years. The Contractor's normal business activity during the past 3 years will have been for providing Transportation services. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this agreement.)
- 8.2. Upon notification of an award, the Vendor 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 agreement. Insurance requirements are non-negotiable.

9. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the lowest quote, and Contractor(s) who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that may be considered by the City include:

- 9.1. Technical capability of the Contractor to accomplish the scope of work required in the Contract. This includes performance history on past and current government or industrial contracts; and,
- 9.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Contract; and,
- 9.3. Safety record; and,



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9.4. Contractor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this Contract, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all quotes or portions thereof.

A response to a request for a quote is a Quote to contract with the City based upon the terms, conditions, and specifications contained in the City's Contract. Quotes do not become contracts until they are executed by the Human Services Director. All of the terms, conditions and specifications of the procurement contract are contained in the Contract, and in any addendum or amendment.

10. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Contractor on the basis of any real or apparent conflict of interest that is disclosed by the Quote submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Contractor submitting a Quote herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the 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.
May:	Indicates something that is not mandatory but permissible.

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

"A.R.S."	Arizona Revised Statute
"Buyer" or "Procurement Officer"	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract" or "Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



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“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, proposal, quotation or tender.
“Offeror”	Any Contractor, Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

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.
- 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:



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- 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 Invitation for Offer
- 2.3. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Contract 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 Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the Contract 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 Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to



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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.

3.2. CONFIDENTIALITY AND DATA SECURITY:

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

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

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



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- 3.2.4.** Contractor agrees that the requirements of this section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without notice.
- 3.2.5.** The obligations of Contractor under this section will survive the termination of this Contract
- 3.3. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and 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 Contract entered into by supplier/lessee.

- 3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 employees or fewer: Contractor in performing under this Contract shall not discriminate against any worker, employee or



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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. 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. Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve 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, Contractor agreements or subleases of this Contract entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Contract 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. 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. 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 Contract entered into by supplier/lessee. Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.



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- 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.
- 3.5. LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a Contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
- 3.5.1.** 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.
- 3.5.2.** A breach of a warranty under paragraph 1 will be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
- 3.5.3.** The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 3.6. LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract
- 3.7. ADVERTISING:** Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Human Services Director, and the City will not unreasonably withhold permission.
- 3.8. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City



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3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:

Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, Contractor will provide the City:

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

3.9.2. 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 Contractor or subcontractor. The City will also have the right to inspect operations conducted by Contractor or subcontractor in the performance of this Contract. The City further reserves the right to make unannounced inspections of Contractor's facilities (during normal business hours).

3.10. COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for Contractor's acts.

3.11. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a Contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award



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

- 3.12. NO ISRAEL BOYCOTT:** By entering into this Contract, Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.
- 3.13. 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, 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.
- 3.14. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources on an emergency basis if Contractor is unable to provide services.
- 3.15. 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.

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 30 to 45 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.



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- 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.
- 4.6. FUND APPROPRIATION CONTINGENCY:** Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 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 Services under similar conditions. 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. Contractor will promptly notify the City of such price reductions.

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 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 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



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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.

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

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 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.



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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 Contract. 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 Contractor.

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 Contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract 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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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 Contract 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 Contract and constitutes a total breach of the Contract 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 Contractor.
- 7.5. **DEFAULT:** In case of default by 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 Offer 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:** Contractor warrants that no person or contractor agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the Contract without liability or in its discretion to deduct from the Contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. **COST JUSTIFICATION:** In the event only one response is received, the City may require that 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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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 that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material

8. CONTRACT TERMINATION:

8.1. GRATUITIES: The City may, by written notice to Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of 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 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. Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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;



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- 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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by Contractor to collect applicable taxes from the City shall not relieve 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 bid. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#). Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

10. TAX INDEMNIFICATION:

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



SECTION II - STANDARD TERMS AND CONDITIONS

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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.

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.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

1. PRICE:

- 1.1. All prices submitted shall be firm and fixed for the initial twelve-month contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty days' advance notice. Requests shall be accompanied with written documentation from the Contractor justifying the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the Contract #. Price increases agreed to by any staff other than the Human Services Director are invalid. Contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Human Services Director.

2. SERVICE REQUESTS:

Contractor shall deliver Services only upon receipt of a written service request issued by staff designated in the Contract. All Contractor invoices must include the service request confirmation number.

3. METHOD OF INVOICING:

Invoice must include the following:

- 3.1 Contractor shall prepare and submit an invoice for transportation services to City staff identified in the Contract within fifteen (15) business days following the end of each service month. Payment to be made from Contractor's invoice, a copy of the signed service request, and trip detail. Invoices must contain the Contract number under which the Contract is awarded.
- 3.2 All invoices shall include the following statement, "This invoice is a true and accurate account of the services provided for the time period specified; this invoice constitutes the full and complete charge for the services described herein; no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and this statement is subject to federal and state audit review."
- 3.3 Invoices shall be signed in black or blue ink and dated by the person authorized to submit invoices for the Contractor.
- 3.4 It is the Contractor's responsibility to maintain and make available to the City at their request, documentation that supports each transport service



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

claimed. The driver must complete a daily log with all information clear and legible.

- 3.5 The Final Invoice for the Contract term shall be submitted to City staff designated in the Contract no later than 30 days following the end of the Contract term.
- 3.6 The Final Invoice shall include all adjustments to prior invoices submitted for the Contract term.
- 3.7 Payment will only be made by the City upon receipt of an accurately completed and timely submitted invoice.
- 3.8 Submit the invoice as specified in this section.
- 3.9 Use Exhibit 'A' – Sample Invoice, as a template for completing your invoice accurately.
- 3.10 Failure to submit any invoices as specified may result in forfeiture of payment.

4. **METHOD OF PAYMENT:**

Contractor will be paid on a monthly basis in arrears. Invoices must contain the Contract number under which the purchase was awarded. Contractor to submit monthly invoice to: daniela.canisales@phoenix.gov.

5. **POST AWARD CONFERENCE:**

A post award conference will be held prior to commencement of Services. The purpose of this conference is to discuss critical elements of the scope of work and operational problems and procedures.

6. **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.

Transportation Scheduling Issues

Department Contact: Daniela Canisales, Administrative Assistant II

Phone: (602) 534-7637 or daniela.canisales@phoenix.gov

Contract Noncompliance Issues

Department Contact: Pamela M. Smith, Procurement Officer

Phone: (602) 534-7637 or pam.smith@phoenix.gov



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

7. TYPES OF WORK SUPERVISION:

Contractor shall provide supervision and appropriate training to assure **competent** performance of Services and Contractor or authorized agent will make sufficient routine evaluations to insure the Services are performed as required by this Contract.

8. GRIEVANCES BY RECIPIENTS OF SERVICES

Contractor shall maintain a formal system acceptable to and approved by the City for reviewing and adjudicating grievances by recipients of services or subcontractors arising from this Contract. The City may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

9. PROFESSIONAL COMPETENCY

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

B. Level of Care and Skill. Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of the Contractor's work shall in no way relieve the Contractor of liability to the City for damages suffered or incurred arising from the failure of the Contractor to adhere to the aforesaid standard of professional competence.

10. SPECIFIC PERFORMANCE

Contractor agrees that in the event of a breach by Contractor of any material provision of this Contract, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms and conditions of this Contract. In the event the City shall elect to treat any such breach on the part of the Contractor as a discharge of the Contract, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

11. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

12.1 Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

“Background Screening”) at Contractor’s sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor’s services under this Contract or Contractor’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Contract as well those Contract Workers actually providing services during the term of this Contract.

12.2 Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Contract is **Maximum Risk Level**.

12.3 Minimum Risk and Background Screening (“Minimum Risk”)

12.3.1 A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

12.4 Standard Risk and Background Screening (“Standard Risk”)

12.4.1 A standard risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-



SECTION III – SPECIAL TERMS AND CONDITIONS

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business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.

12.5 Maximum Risk and Background Screening (“Maximum Risk”)

12.5.1 A maximum risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-27.

12.6 Contractor Certification; City Approval of Maximum Risk Background Screening. By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to Administrative Assistant II for the City’s review and approval such Background Screenings for any Contract Worker considered for performing services under this Contract where human safety or facility security is classified as a Maximum Risk level. The subject Contract



SECTION III – SPECIAL TERMS AND CONDITIONS

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Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Contract shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

12.7 Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

12.8 Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City's entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract.

12.8.1 In addition to the indemnity provisions set forth in Section IV, of this Contract, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section IV, paragraph 1), arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

12.9 Continuing Duty; Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section II, paragraph 3.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

1. INDEMNIFICATION CLAUSE:

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

2. INSURANCE REQUIREMENTS:

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

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

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.1.1. Commercial General Liability – Occurrence Form

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

General Aggregate \$2,000,000

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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

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

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.

2.1.4. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

3. ADDITIONAL INSURANCE REQUIREMENTS:

The policies must include, or be endorsed to include, the following provisions:

3.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

3.2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to hsdprocurement@phoenix.gov.

5. ACCEPTABILITY OF INSURERS:

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

6. VERIFICATION OF COVERAGE:

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

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

All certificates required by this Contract must be sent directly to **hsdprocurement@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. SUBCONTRACTORS:

Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

8. APPROVAL:

Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

1. OBJECTIVE

The Contractor will provide transportation services to clients enrolled in programs administered by the Human Services Department (City).

2. ELIGIBILITY CRITERIA

- 2.1 Services shall be provided only upon receipt of a service request from City staff.
- 2.2 Eligibility is determined by City Staff.
- 2.3 The Contractor shall transport client’s to/from the confirmed locations. Additional locations may be added throughout the Contract term:

Early Head Start - Home Base Socialization Sites	
Name of Site	Address
Andalucia Middle School	4730 W. Campbell Ave., Phoenix, AZ 85301
Byron A. Barry School	2533 N. 60 th Ave., Rooms 17 & 18, Phoenix, AZ 85035-2801
Cartwright Child Care Center	5480 W. Campbell Ave., Room 7, Phoenix, AZ 85031-1115
Bret Tarver Education Complex Preschool Center	3101 W. McDowell Rd., Room 14, Phoenix, AZ 85009
Flor Del Sol Elementary School	3818 N. 67 th Ave., Phoenix, AZ 85033
Pendergast Early Education Campus (PECC)	3802 N. 91 st Ave., Room 502, Phoenix, AZ 85037
Riverside Traditional School	1414 S. 51 st Ave., Room 511, Phoenix, AZ 85043
Washington Elementary School District Service Annex	1502 W. Montain View Rd., Room 9, Phoenix, AZ 85021

3. SERVICE DESCRIPTION DEFINITIONS

Service Description	Definition
“Ambulatory”	Client who is able to walk on their own, this includes: a. Client that walks unassisted or with aid of a cane, walker or service dog. b. Client is able to get out of a wheelchair and enter vehicle with minimal assistance.
“Arizona Dept. of Public Safety Background Screening”	A confidential database of substantiated reports of child abuse and neglect.
“Client”	The person(s) specified in the service request.
“Contact”	Face-to-face visitations, communication, phone calls, video calls, letters, pictures, social media, emails, etc.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

“Driver”	Franchisee, Owner/Operator, Employee, Agent or Subcontractor.
“Fingerprint Clearance Card”	The Level One Fingerprint Clearance Card is issued by the Arizona Dept. of Public Safety pursuant to section 41-1758.03. Level one is required for all personnel in contact with HSD clients including volunteers. The cards are valid for six years.
“Flag Drop”	Minimum fee paid upon initial pick up, and paid upon any additional pick-ups en route to final destination. Additional pick-ups are one flag drop at each location and not per person.
“Transportation Vehicle”	Transportation vehicle means a motor vehicle that: a. Provides passenger services for a fare. b. May provide transportation for a passenger or group of passengers that is arranged in advance or that is operated on a regular route or between specified points. c. A transportation vehicle can be, but is not exclusive of, an automobile, taxi, van, handicap accessible vehicles, non-emergency vehicles.
“Trip”	The act of transporting client(s) to a final destination. After the trip has started it shall be considered a "trip" until the final passenger is dropped off. A trip ends when the vehicle is empty and all passengers have been delivered to their final destination(s).
“Medically Fragile”	An individual with special health care needs as determined by City staff and includes individuals who have or are at risk for chronic physical or developmental conditions and who also require health and related service of a type or amount beyond that generally required.
“No-Show”	When a client(s) is not at the designated pick-up location at the confirmed date/time; and a. City staff approves ending the pick-up attempt.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

	b. An appointment is canceled less than one hour prior to the scheduled pick up.
“Non-Ambulatory”	Client that cannot walk or stand on their own without more than minor assistance, this pertains to but is not specifically limited to, client(s) confined to and transported in wheelchairs requiring a specially equipped vehicle for transport.
“Service Request”	A written request for transportation services at the direction of City staff.
“Unusual Incident Report”	A document used to record and notify City personnel of an unusual incident.
“Unusual Traffic Congestion”	An unforeseen event in the area preventing the timeliness of service delivery, including but not limited to vehicle breakdowns, accidents, excess traffic due to an accident, unforeseen construction, or an act of God.
“Wait Time”	Includes the time when the vehicle is not in motion for the time consumed while standing at the directive of City staff (e.g. for pharmacy prescription drop-off on a return trip). Requires a signed request in writing from City staff. Refer to the Scope of Work for wait time restrictions that apply.

4. SERVICE REQUESTS

Contractor will receive a written service request for transportation services 48 hours in advance and specify if special accommodations are needed, such as car seats or if there will be multiple passengers. Contractor will respond to requests with a confirmation number assigned to the client. Contractor shall dispense a taxicab to arrive for pick-up within fifteen (15) minutes of the scheduled pick-up time. If staff is informed that service will be delayed, Contractor will provide an estimated time for pick-up. Delays shall not exceed 15 minutes in addition to the 15-minute initial wait time. If the estimated time of pick-up is not acceptable to staff, they may contact a secondary transportation provider for services.

5. HOURS OF SERVICE

Evening or weekend pickups may be necessary, however the service will be utilized primarily during normal business hours.



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6. GRATUITIES

Tipping is not included, and due to the client populations being served, **tipping will not be offered by the passenger**. The awarded price is inclusive.

7. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- 7.1 Abide by all local, state and federal statutes and regulations.
- 7.2 Provide all services in a culturally relevant and linguistically appropriate manner to the population to be served.
- 7.3 Maintain confidentiality of client's information acquired in the course of services provided and will not release any confidential information without prior written authorization from the City.
- 7.4 Have a Business license as issued by the appropriate entity within the appropriate jurisdiction.
- 7.5 Ensure and verify that every driver providing transportation services is a minimum of nineteen (19) years of age and possesses a valid Arizona Driver's License or Chauffeur's License.
- 7.6 Provide transportation during hours as stated in Section 5.
- 7.7 Schedule and provide transportation services upon receipt of a Service Request from City staff.
- 7.8 Schedule and accept all service requests by City staff.
- 7.9 Provide an Identification Card to all persons providing transportation, whether paid or volunteer. The person providing the transportation service shall wear the identification card which shall be clearly visible to all clients.
- 7.10 Provide an organizational chart within 7 business days upon City's request. The City may request a copy of the organizational chart at any time.

8. BACKGROUND SCREENING

The Contractor shall:

- 8.1 Be an owner of a livery vehicle, taxi or limousine license shall have available for inspection at all times by the City written evidence of a criminal background check conducted for any driver operating a livery vehicle, taxi or limousine for the owner, whether as an employee or lessee. The criminal background check shall be completed before the driver is engaged as an employee or lessee in accordance with A.R.S. § 28-9507.
- 8.2 Upon hire and annually, verify the driving record for any driver providing transportation services to ensure no revocation or suspension of their license within last three years.
- 8.3 Prevent employees and volunteers from providing direct services to clients if:



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- (a) They have been determined to have a substantiated finding of a disqualifying act in their Background Screening.
 - (b) Their Level One fingerprint clearance card has been suspended or changed to restricted status.
- 8.4 Notify the City within three (3) business days if an employee providing direct client services has their license suspended and/or their fingerprint clearance card is in restricted status.
- 8.5 Upon hire and on a bi-annual basis, verify that drivers providing services to the City's clients have no DUI's and/or DWI's, No at Fault Accidents, no more than two (2) moving violations, no more than one (1) excessive speed violation, and no criminal violations during the life of the Contract or in the five (5) years preceding the Contract.
- 8.6 Exclude any drivers required by court order to have an ignition interlock device in order to drive a vehicle as a result of being charged or convicted of Driving under the Influence (DUI), Driving While Intoxicated (DWI), etc. from providing services to referred clients.
- 8.7 Drivers are prohibited from carrying and using firearms, weapons or any form of explosive, flammable and/or harmful material and/or liquid while on duty.
- 8.8 Drivers shall adhere to all applicable Federal, State and local laws and ordinances on traffic safety regulations, while on duty. An example includes "Don't Text and Drive".
- 8.9 An owner of a taxi, livery vehicle or limousine shall implement a zero-tolerance policy on the use of drugs and alcohol while a taxi, livery vehicle or limousine driver is providing passenger transportation or is available to provide passenger transportation. The owner of a taxi, livery vehicle or limousine shall provide notice of this policy on its website or in the taxi, livery vehicle or limousine, including procedures to file a complaint about a driver with whom a passenger was matched and who the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the passenger transportation.
- 8.10 Upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy, the owner of the taxi, livery vehicle or limousine shall do both of the following:
- (a) Immediately suspend the taxi, livery vehicle or limousine driver's access to the owner's taxi, livery vehicle or limousine.
 - (b) Conduct an investigation into the filed complaint. The suspension shall last the duration of the investigation.
- 8.11 If the taxi, livery vehicle or limousine owner's investigation confirms that the driver has violated the zero-tolerance policy, the owner shall permanently prohibit the driver's access to the owner's taxi, livery vehicle or limousine. The owner of a taxi, livery vehicle or limousine shall maintain enforcement records for at least



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two years after the date a passenger complaint is received by the owner and make the records available to the City on request.

9. STAFF TRAINING

The Contractor shall provide all staff with adequate training and refresher training as needed, at a minimum to include the following:

- 9.1 Proper installation of child safety passenger restraint seating (i.e., car seats, booster seats, etc.).
- 9.2 Cell phone operation and emergency call procedures.
- 9.3 How to contact Crisis Line when it is appropriate to do so.
- 9.4 Unusual Incident reporting requirements as per Section 21.
- 9.5 Confidentiality Requirements - The Contractor, their employees and volunteers shall refrain from discussing case issues with the client, rendering advice to the client, identifying clients and discussing case issues with any person at any time.
- 9.6 Basic Training on assisting individuals with disabilities and/or medically fragile in entering and exiting the vehicle.
- 9.7 Driver's requirements under the Contract, in particular to include those required by Sections 8 to 21.

10. DRIVER'S PERSONNEL FILE

The Contractor shall:

- 10.1 Maintain the following in the drivers' personnel file and update annually:
 - 10.1.1 Arizona Department of Public Safety Background Check.
 - 10.1.2 Proof of Drivers' Level One fingerprint clearance card.
 - 10.1.3 Proof of training as stated in Section 9.
 - 10.1.4 Driving record history checks, Criminal Records, and Sex Offender Inquiry.
 - 10.1.5 Verification of the driving record for the driver providing transportation services to ensure no revocation or suspension of their license within the last three (3) years.

The Contractor shall:

- 10.2 Maintain the following in the drivers' personnel file and update bi-annually:
 - 10.2.1 Proof of a valid Driver's License or Chauffeur's License for all drivers.
 - 10.2.2 Have available for inspection at all times by the City written evidence of a criminal background check conducted for any driver operating a taxi or limousine for the owner, whether as an employee or lessee. The criminal background check shall be completed before the driver is engaged as an employee or lessee.
 - 10.2.3 Have available for inspection at all times by the City written evidence of drug testing records of any drivers operating a transportation vehicle for the



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Contractor, attendants, and the owner, whether as an employee or lessee. Drug testing records shall include pre-employment drug testing results and random annual drug testing results for the driver, or attendant, whether as an employee or lessee per A.R.S. § 28-9507(E).

The Contractor shall:

- 10.3 Provide information in employee/volunteer personnel files to the City within forty-eight (48) hours of the request.

11. PICK-UP AND RETURN OF CLIENT

The Driver shall:

- 11.1 For pick-ups at a City facility, the driver shall notify City staff by phone when he/she arrives to let City staff know they have arrived. City staff will inform the client that transportation has arrived, and escort them to the cab as necessary.
- 11.2 For non-City facility pick-ups, notify City staff immediately if the client cannot be located, and remain at the pick-up location until the client arrives or City staff provides further instruction.
- 11.3 Escort all clients to the vehicle and assist with vehicle entry.
- 11.4 Escort blind and visually impaired clients from their pick up point to their destination point of entry.
- 11.5 Escort all clients under eighteen (18) years of age directly to a responsibly party at the destination. Do not leave these clients unattended while the service is being provided.
- 11.6 Allow additional time fifteen (15) minutes to assist disabled, physically impaired or cognitively impaired individual(s) at pick-up and drop-off. Escort disabled or physically impaired individual(s) directly to a responsible party at the destination.
- 11.7 Assist with passenger restraint system, ensuring all clients are secure according to Arizona Revised Statutes (Title 28-Transportation) and applicable federal motor vehicle safety standards.
- 11.8 Accommodate other special needs requests such as Spanish speaking driver, male/female driver, larger vehicles to accommodate large families, etc.
- 11.9 Provide a designated phone number and email for client reservations which will be handled by employee drivers instead of dispatch who are less familiar with the service needs of our special populations.
- 11.10 Provide primary, secondary, and tertiary contacts to address transportation issues, after hour calls, and 24-hour emergency service.

12. GENERAL TRANSPORTATION OF CLIENT

- 12.1 Transport all individuals to and from their destination in accordance with existing traffic laws and in a safe and timely manner (i.e. within fifteen (15) minutes of the scheduled pick up and fifteen (15) minutes of the scheduled delivery).



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- 12.2 Provide all physically disabled and medically fragile clients with special needs transportation in a vehicle adapted to those needs per Americans with Disabilities Act (ADA) requirements.
- 12.3 Transport client(s) to the location designated on the request by the safest and shortest route within the time requirements specified of the service request.
- 12.4 Utilize a safe vehicle loading and unloading area away from moving traffic and hazardous obstructions for passenger entry and exit from vehicle.
- 12.5 Provide all clients in transport a reasonable level of comfort (air conditioning, heating, etc.).
- 12.6 Provide a vehicle that is smoke-free and prohibit smoking around the client.
- 12.7 Prohibit clients from standing or sitting on the floor while the vehicle is in motion.
- 12.8 Transport clients only in portions of the vehicles constructed for the purpose of transporting people, not in truck beds, campers, any trailer attachment to a motor vehicle, etc.
- 12.9 Prohibit children seven (7) years of age and younger from riding unaccompanied unless pre-approved by City staff as identified in the service request.
- 12.10 Provide child safety passenger restraint seating (i.e., car seats, booster seats) as required in the service request. The child passenger restraint seats must meet all applicable safety standards, and the child must be restrained in seating, in accordance with 49 Code of Federal Regulations Part 581.213 and those of the National Highway Safety Traffic Administration pertaining to child passenger restraint systems, as may be amended.
- 12.11 Verify whether additional child passenger restraint seats (required for any child under age five (5) years or under eight (8) years of age who is less than four (4) feet nine (9) inches tall), vehicle lifts, or wheelchair accessibility is required
- 12.12 Comply with applicable consumer product safety laws and related regulations and guidelines, including, without limitation, all provisions of the Consumer Product Safety Act with respect to Products Recalls. Child passenger restraint seats listed on the National Highway Traffic Safety Administration's (NHTSA) Most Recent Manufacturer Recall List shall be prohibited from use.
- 12.13 Require the use of lap and shoulder belt seat belts for all clients not in child safety restraint seating.
- 12.14 Require vehicle doors to remain locked at all times when the vehicle is in motion.

13. PROFESSIONAL STANDARDS

The Driver shall:

- 13.1 Be well groomed.
- 13.2 Present a professional appearance when transporting clients.
- 13.3 The following clothing items are prohibited:
 - Any garments deemed inappropriately tight, short, or revealing (mesh tops, midriff tops, tank tops, tube tops, short shorts, Work out and/or Yoga pants, etc.).



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- T-shirts that have decals, slogans, or pictures that contain references to illegal substances (i.e. alcohol, drugs, etc.) or immoral behavior are not allowed. (Provider Company Logo is acceptable).
- Pants or shorts worn below the waist to the extent that the underwear and/or skin is/could be exposed.
- Clothing shorter than 2" above the knee.

- 13.4 Due to the nature of the work performed, the Contractor's employees are representing the City. Drivers shall treat passengers and motorists in a courteous manner, refraining from profanity and adverse personal gestures toward them while services are performed.
- 13.5 Display staff identification card as referenced in Section 7.9.
- 13.6 Have cell phones that are fully operable within the operable service area for each client transport.
- 13.7 At no time endanger the health or safety of the client under their care.
- 13.8 Shall not be the perpetrator of a substantiated report of abuse or neglect towards any client or toward any person.
- 13.9 All drivers shall be substance free and submit to random drug tests to ensure safety for the riders.
- 13.10 Abide by all local, state and federal traffic and criminal rules, statues and laws.
- 13.11 All employees, under no circumstances, shall engage with clients in any act of sexual contact and/or sexual conduct as defined in A.R.S. § 13-1401 and A.R.S. § 13-3551.

14. LICENSURE, CERTIFICATION AND STANDARDS

The Contractor Shall:

- 14.1 Verify that vehicles meet all applicable federal, state and local safety and maintenance standards. Maintain maintenance logs on all vehicles. Maintenance logs shall be kept for two years per A.R.S. § 28-9507 (B).
- 14.2 Provide proof of registration, inspection, certification and licensing upon request of the City.
- 14.3 Ensure all transportation vehicles clearly display the Contractor's and/or Subcontractor's logo or other identification of the Contractor's fleet on both sides of the exterior of all vehicles.
- 14.4 Ensure all vehicles used for transporting clients, have an Arizona Department of Transportation (ADOT) Motor Vehicle Department approved Commercial License Plate.
- 14.5 Contractor must be in good standing (i.e., no outstanding civil penalties, etc.) with ADOT prior to permitting per ADOT Administrative Rules R17-5-1003.

15. VEHICLE SIGNAGE



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- 15.1 **Interior/Inside Signage** – A taxi is required to display interior signage that contains the licensee's business name and telephone number, that contains the word "taxi" or "cab" and that is all of the following per A.R.S. § 41-2096:
- (a) Permanent
 - (b) In letters at least one-half inch in height
 - (c) Readily visible
 - (d) Accurately representative of all fares and the fare computation method
 - (e) Displays the driver's name and is readily visible to passengers
- 15.2 **Exterior/Outside Signage** - A taxi is required to display exterior signage that contains the licensee's business name and telephone number, that contains the word "taxi" or "cab" and that is all of the following per A.R.S. § 41-2096:
- (a) Permanent
 - (b) In letters at least three inches in height
 - (c) Readily visible and a minimum of one inch in height for fare information
 - (d) Accurately representative of all fares and the fare computation method
- 15.3 **Non-Emergency Vehicle or Vehicles in Contract with Government Agencies Signage** – Signage must indicate that fares are determined by contract with a governmental agency or agencies when providing those services. Other fares that are not part of a contractual agreement with a governmental agency will have to be posted in accordance with ADOT Administrative Rule R-17-5-1008.
- 16. ADOT PERMIT**
- 16.1 A copy of the ADOT business permit shall be present inside the vehicle at all times per A.R.S. § 28-9503(F).
- 17. LICENSE PLATE**
- 17.1 The vehicle must have an ADOT/MVD-approved license plate. A vehicle that transports passengers for hire and that has a design capacity for over 8 passengers requires a commercial license plate per A.R.S. § 28-5201(1)(e).
- 18. METERS**
- 18.1 All meters must be NTEP-approved devices and installed/maintained by a registered service agent (RSA) or registered service representative (RSR).
- 18.2 All meters may be checked by ADOT for the accuracy of application of fares and calculation of distance.
- 19. FEE SCHEDULE**
- 19.1 Mileage rates are per actual miles driven from pick up to drop off regardless of the number of passengers and are all inclusive (including but not limited to driver



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time, insurance, fuel, overhead). The City will not pay separately for any costs not expressly described in the Fee Schedule.

20. HANDWRITTEN LOGS

- 20.1 Erasures and whiteout are not acceptable. If an error is made, draw a single line through the error and enter the correct information.
- 20.2 Trip records with missing or incorrect information will be subject to audit error and recoupment.

21. UNUSUAL INCIDENT REPORTING REQUIREMENTS

The Contractor shall:

- 21.1 Report unusual incidents regarding client transportation services verbally to the City within two (2) hours of the occurrence.
- 21.2 Provide a written report of the Unusual Incident or disruption to the City within 24 hours except as otherwise required by the Contract.
- 21.3 Report all disruptions of service (i.e., breakdowns, accidents, unusual traffic congestion).
- 21.4 Report all client-caused disruptions of service (parent fight, behavior related including flight or disappearance, resistance, inappropriate behavior, etc.).
- 21.5 Call 911 to ensure a child's safety when a child is in imminent danger or at risk of abuse.



SECTION VI – SUBMITTALS

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1. SUBMISSION OF OFFER:

- 1.1. Electronic 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 email arrival time.
- 1.2. Due to the COVID-19 pandemic, if you plan to respond to this solicitation, please submit your bid electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.
- 1.3. Offers must be submitted electronically via email and the following information should be noted on the subject line:
 - Solicitation Number
 - Solicitation Title

Please submit only the documents listed below. Do not submit a copy of the entire solicitation document.

- ATTACHMENT A – COST AND PAYMENT TERMS & OPTIONS
- ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT
- ATTACHMENT C – REFERENCES
- ATTACHMENT D – SOLICITATION CONFLICT & TRANSPARENCY DISCLOSURE FORM
- ATTACHMENT E – ASSURANCES PART I
- ATTACHMENT F – ASSURANCES PART II
- ATTACHMENT G – OFFER FORM
- SIGNED ADDENDUM (IF APPLICABLE)

This offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City’s best interest to release offer(s).

2. COSTS AND PAYMENTS:

2.1 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.**



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- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, Contractor 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 Contractor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

3. EMERGENCY 24-HOUR CONTACT:

Name: _____

Phone Number: _____

Alternate Contact: _____

Alternate Contact Phone Number: _____

4. CONTRACTOR LICENSING REQUIREMENTS:

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. §. 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. Offeror certifies possession of the following license:

Licensed Contractor’s Name: _____

Class: _____

License Number: _____

Expiration Date: _____