



**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**REQUEST FOR PROPOSALS
RFP PTD21-001 (JH)**

BUS STOP AND TRANSIT CENTER CLEANING SERVICES

**Procurement Officer:
James Ho
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 877-6831
j.ho@phoenix.gov**

Issue Date: June 8, 2021



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**SECTION I – SOLICITATION
INSTRUCTIONS**

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

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All of Section VI, Submittals, are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.

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1.1. INTRODUCTION

The City of Phoenix Public Transit Department (CITY) invites sealed offers from qualified proposers for the provision of bus stop and transit center cleaning services, in accordance with the specifications and provisions contained herein.

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

Copies of the current contract and associated amendments may be obtained from the City Clerk by calling 602-262-6811 or emailing the Clerk’s office at mailbox.city.clerk.department@phoenix.gov; reference Contract No. 143885.

1.2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION

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

1.3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference	June 17, 2021 at 8:30 AM MST (Phoenix local time) WebEx Video Conference Registration Required: Send email to PTDprocurement@phoenix.gov Registration Deadline: June 16, 2021
Written Inquiries Due Date	June 18, 2021 at 2:00 PM MST (Phoenix local time) PTDprocurement@phoenix.gov

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Offer Due Date and Submittal Location	<p style="text-align: center;">July 9, 2021 at 2:00 PM MST (Phoenix local time)</p> <p style="text-align: center;">Physical Submittal to:</p> <p style="text-align: center;">City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Electronic Submittal to:</p> <p style="text-align: center;">PTDprocurement@phoenix.gov</p>
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The CITY reserves the right to change dates and/or locations as necessary.

1.4. PREPARATION OF OFFER

- 1.4.1. All forms provided in Section VI – Submittals, must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 1.4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The CITY is not responsible for Offeror’s errors or omissions.
- 1.4.3. All time periods stated as a number of days will be calendar days.
- 1.4.4. It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 1.4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 1.4.4.2. Study and carefully correlate Offeror’s knowledge and observations with the RFP document and other related data.
 - 1.4.4.3. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies which an offeror has discovered in or between the RFP document and such other related documents.



SECTION I – SOLICITATION INSTRUCTIONS

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- 1.4.5. The CITY does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the CITY and will not be returned.
- 1.4.6. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 1.4.7. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 1.4.8. Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 1.4.9. Unless the solicitation specifically allows, omissions or alterations of electronic spreadsheet price proposals will be sufficient grounds for the CITY to consider your offer to be non-responsive.

1.5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

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

1.6. OFFEROR EXCEPTIONS

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

1.7. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the

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Procurement Officer and must be received by the due date indicated in the Schedule of Events. The CITY will not consider questions received after the deadline.

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

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

1.8. ADDENDA

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

1.9. BUSINESS IN ARIZONA

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

1.10. LICENSES

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

1.11. CERTIFICATION

By signature in the offer section of the Offer Page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

1.12. SUBMISSION OF OFFER

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Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in one of the following ways:

1.12.1. Submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

OR

1.12.2. Submitted electronically by email to PTDprocurement@phoenix.gov and the following information should be noted in the email:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

Due to file size limitations for electronic transmission (for sending or receiving), offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the offer was received on or prior to the exact time and date indicated in the Schedule of Events.

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the offer for which it is attributed.

1.13. MODIFICATION OR WITHDRAWAL OF OFFER

An offer may not be modified, withdrawn or canceled by an Offeror for 180 calendar days following the offer submission deadline and, by submitting an offer, each Offeror agrees to keep the offer firm for that period of time.

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At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the offer electronically by email to PTDprocurement@phoenix.gov the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

1.14. OFFER RESULTS

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

The CITY will post a preliminary offer tabulation on the CITY's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The CITY will post the information on the preliminary tabulation as it was read during the offer opening. The CITY makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the CITY has evaluated the offers, the CITY will post an award recommendation on the website. The CITY may not provide any further notification to unsuccessful Offerors.

1.15. PRE-AWARD QUALIFICATIONS

1.15.1. 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, complies with all applicable license requirements, and is equipped, organized, and financed to perform such services.

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

1.16. AWARD OF CONTRACT

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

1.16.2. Notwithstanding any other provision of this solicitation, the City reserves the right

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to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

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

1.17. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

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

1.18. SOLICITATION TRANSPARENCY POLICY

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

1.18.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the CITY and discuss business that is unrelated to the solicitation with the CITY staff. Offerors may not discuss the solicitation with any CITY employees or evaluation panel members.

1.18.3. Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

1.18.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager’s Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager’s Office and Department Head (or representative) to the proposal review panel or selecting authority must

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be provided in writing to all prospective Offerors.

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

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

1.19. PROTEST PROCESS

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

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

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

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

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

- Identification of the solicitation number;

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

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

1.20. PUBLIC RECORD

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

1.21. LATE OFFERS

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

1.22. RIGHT TO DISQUALIFY

The CITY reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The CITY further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or

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information available to the CITY. This disqualification is at the sole discretion of the CITY. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the CITY or any court as to the exercise by the CITY of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the CITY. The CITY reserves the right to replace the disqualified Offeror.

1.23. SITE VISIT

Offerors are strongly encouraged to visit the publicly accessible areas of each service location prior to submission of their Offer.

1.24. CONTRACT AWARD

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

1.25. EVALUATION OF COMPETITIVE SEALED OFFERS:

The CITY will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

1.26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- 1.26.1. Offers will be reviewed for documentation of any required minimum qualifications, completeness, and compliance with the solicitation requirements. The CITY reserves sole discretion to determine responsiveness and responsibility.
- 1.26.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 1.26.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the CITY in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the CITY may determine the Offer to be nonresponsive.
- 1.26.4. Responsibility: To obtain true economy, the CITY must conduct solicitations to minimize the possibility of a subsequent default by CONTRACTOR, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror’s integrity, skill, capacity, experience, and

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facilities for conducting the work to be performed.

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

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

1.27. CLARIFICATIONS

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

1.28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE

The CITY will appoint an Evaluation Panel, which may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The CITY may also appoint a Technical Advisory Team to provide technical assistance to the Evaluation Panel. The Technical Advisory Team may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The Technical Advisory Team will evaluate the technical portion of each offer for compliance with the RFP specifications. The Procurement Officer will chair the Evaluation Panel, serving in a non-voting capacity.

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

1.29. OFFERS NOT WITHIN THE COMPETITIVE RANGE

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

1.30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

1.30.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the ‘short list’ and provide in writing any questions or requests for clarification to

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the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

- 1.30.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 1.30.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 1.30.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

1.31. BEST AND FINAL OFFERS (BAFO)

- 1.31.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the CITY’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 1.31.2. If an Offeror’s BAFO modifies its initial offer, the BAFO should include a “Change Log” identifying all modifications made to the Offer. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The CITY will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the CITY will then perform final scoring and prepare final rankings.
- 1.31.3. The Evaluation Panel will recommend the Offer that is the most advantageous to the City based on the evaluation criteria.

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

1.32. OFFER SUBMITTAL FORMAT

The written offer may not exceed 25 single-sided pages, exclusive of the following items:

- a. Cover Letter
- b. Price Proposal
- c. Financial Information
- d. Required Submittal Forms

Additionally, the written offer should be:

- 1.32.1. Typewritten for ease of evaluation
- 1.32.2. Signed by an authorized representative of the Offeror;
- 1.32.3. Submitted with contact information for the individual(s) authorized to negotiate with the City;
- 1.32.4. For sealed envelope offers (not electronic submissions), submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- 1.32.5. Each offer package submitted must contain the following **separately sealed portions (or separately prepared .pdf files for electronic submissions)**:
 - Technical Proposal.
 - Price Proposal and Financial Information.

1.33. TECHNICAL PROPOSALS

The Technical Proposal must be organized in a tabular format and divided by sections, in accordance with the outline below. If the Offeror fails to provide all data requested, the CITY may deem the Offer non-responsive.

In the Technical Proposal, the Offeror shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity. The Offeror shall also reasonably demonstrate evidence that its human and physical resources are sufficient to meet the requirements of the Contract, as specified, and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

Tab 1 – Method of Approach (400 Points)

- 1. Describe the proposed approach to handle the oversight and day-to-day tasks to meet the contract requirements for each service location.

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2. Provide a monthly cleaning schedule identifying the following:
 - Number of staff assigned to the contract.
 - Assignment of Project Manager/Field Supervisors.
 - Equipment being used to meet the required cleaning frequency.
3. Provide a comprehensive, realistic transition plan describing the proposed approach for commencement of service. The plan must minimally include the following items:
 - A detailed chronology/calendar and explanation of all major milestones.
 - The timeline for employee background screening and badging.
 - The recruitment and training schedules for proposed staff.
 - A list and description of all other activities necessary to implement a successful transition.

Tab 2 – Qualifications and Experience of Key Personnel and Firm (300 Points)

1. Identify the Project Manager and any additional key staff members that will be assigned to this contract and provide their resume(s) detailing their qualifications and percentage of anticipated time dedicated to this contract for all key staff.
2. Provide detailed descriptions of three past commercial power wash and cleaning contracts within the past five years. Each experience must be with a different client and no City of Phoenix projects may be listed. The following minimum details must be included with each description:
 - Describe the types of property/equipment cleaned and the number of service locations of similar size, scope and complexity to this contract.
 - Provide an overview of the work performed and service frequency that was similar to the scope of this contract.
 - Provide an explanation of any issues that were encountered and how they were resolved.

The City will contact each client to conduct a reference check. Provide the name of the client, contact person, current telephone number and email address, and dates of service in Section VI Submittals – Reference Check Form.

Tab 3 – Required Submittal Forms

- Payment Terms (Section 6.2)
- Addenda Certification (Section 6.3)
- Additional Services (Section 6.4)
- Reference Check Form (Section 6.5)
- Contract Disclosure Form (Section 6.6)

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Offer Form (Section 6.7)

1.34. PRICE PROPOSAL AND FINANCIAL INFORMATION

Tab 1 – PRICE PROPOSAL (300 Points)

Required Components

1. Complete Attachment One – PTD21-001 Price Proposal.

Tab 2 – Financial Information

The CITY Auditor or other designated personnel will independently review this category. This category will not be scored but will be reviewed to determine the financial responsibility of the Offeror. Unless an Offeror’s financial responsibility can be fully verified and documented, the CITY will deem its offer non-responsive. Each Offeror shall submit the following financial information with its Price Proposal and Financial Information.

Required Components

Offers received without the required documents may be considered non-responsive.

1. State whether any participant in the offer has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."
2. Provide detailed information regarding litigation, liens, or claims that exceed \$10,000 and may result in litigation against any participant.
3. Provide the Offeror’s audited financial statements for the last three (3) years. If Offeror is a partnership, submit financial statements for each partner.

The financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Offeror is domiciled and which statements must be audited by an independent, certified public accountant.

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

4. Provide evidence of Offeror’s ability to obtain the specified amounts of insurance from an insurance company with an “A.M. Best” rating of not less than B+ VI authorized to do business in Arizona.
5. Describe financial capacity to perform the required services, strength and stability of the firm.

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1.35. OFFER EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror whose offer is determined in writing to be the most advantageous to the CITY based upon the evaluation criteria.

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2.1. 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 shall apply:	
"ADA"	Americans with Disabilities Act Amendments Act of 1990
"A.R."	City of Phoenix Administrative Regulation
"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 ensuring compliance with the terms of the Contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a Contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency.
"Offer"	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
"Phoenix Public Transit Department"	A department within the City of Phoenix that owns and operates

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	transit service for the City; the largest member of the regional transit system (Valley Metro).
"Public Transit Director"	The person who has the capacity to execute the Contract for the CITY and has complete and final authority except as limited herein.
"Solicitation"	Means this Request for Proposal (RFP).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor or Seller"	A seller of goods or services.
"Working Days"	Normal business days of City offices, unless otherwise specifically noted.

2.2. CONTRACT INTERPRETATION

2.2.1. APPLICABLE LAW

This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.


2.2.2. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the CITY and as they may be amended, the following will prevail in the order set forth below:

- 2.2.2.1. Special terms and conditions
- 2.2.2.2. Standard terms and conditions
- 2.2.2.3. Amendments
- 2.2.2.4. Statement or scope of work
- 2.2.2.5. Specifications
- 2.2.2.6. Attachments
- 2.2.2.7. Exhibits
- 2.2.2.8. Instructions to Contractors
- 2.2.2.9. Other documents referenced or included in the Solicitation

2.2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be CITY's employees and that no rights of CITY civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the CITY harmless with respect thereto.

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2.2.4. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.2.5. NON-WAIVER OF LIABILITY

The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.2.6. PAROL EVIDENCE

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

2.3. CONTRACT ADMINISTRATION AND OPERATION

2.3.1. RECORDS

All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the CITY for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the CITY. Confidentiality will be maintained, and CITY will not violate any proprietary or other confidentiality agreements Contractor has in place.

2.3.2. DISCRIMINATION PROHIBITED

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion,



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demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

2.3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

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

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases



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of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

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

2.3.4. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

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

2.3.4.2. A breach of a warranty under paragraph 2.3.4.1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

2.3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 2.3.4.1.

2.3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

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

At the request of CITY representatives, the Contractor shall provide the CITY:

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

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



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The CITY will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The CITY will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The CITY further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

2.3.6. COMPLIANCE WITH LAWS

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

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

2.3.7. LAWFUL PRESENCE REQUIREMENT

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

2.3.8. CONTINUATION DURING DISPUTES

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

2.3.9. EMERGENCY PURCHASES

The CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

2.4. COSTS AND PAYMENTS

2.4.1. GENERAL

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or



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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.

2.4.2. PAYMENT DEDUCTION OFFSET PROVISION

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the CITY. Contractor agrees that any obligation it owes to the CITY will be offset against any payment due to the Contractor from the CITY.

2.4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

The CITY will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

2.4.4. DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

2.4.5. NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

2.4.6. FUND APPROPRIATION CONTINGENCY


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

2.4.7. MAXIMUM PRICES

The CITY will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the CITY of such price reductions.

2.4.8. F.O.B. POINT

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

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2.5. CONTRACT CHANGES

2.5.1. CONTRACT AMENDMENTS

Except as provided in **Section 5.3** (Service Locations and Cleaning Frequencies), contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

2.5.2. ASSIGNMENT – DELEGATION

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

2.5.3. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

2.6. RISK OF LOSS AND LIABILITY

2.6.1. TITLE AND RISK OF LOSS

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

2.6.2. ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

2.6.3. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.



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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.

2.6.4. LOSS OF MATERIALS

The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until Contract expiration. Any such loss, injury or destruction will not release Contractor from any obligations under the Contract.

2.6.5. CONTRACT PERFORMANCE

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

2.6.6. DAMAGE TO CITY PROPERTY

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

2.7. CITY'S CONTRACTUAL RIGHTS

2.7.1. RIGHT TO ASSURANCE



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Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

2.7.2. NON-EXCLUSIVE REMEDIES

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

2.7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

2.7.4. ON TIME DELIVERY

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

2.7.5. DEFAULT

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

2.7.6. COVENANT AGAINST CONTINGENT FEES


Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CITY will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

2.7.7. COST JUSTIFICATION

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

2.7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are

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“works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

2.8. CONTRACT TERMINATION

2.8.1. GRATUITIES

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

2.8.2. CONDITIONS AND CAUSES FOR TERMINATION

2.8.2.1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The 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.

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

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



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- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

2.8.3. CONTRACT CANCELLATION

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

2.9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES


In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the CITY shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror to determine any applicable taxes. The CITY will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the CITY provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the CITY finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the CITY for that amount, and by contracting with the CITY agrees to remit any overpayments back to the CITY for miscalculations on taxes included in an Offer price.

2.10. TAX INDEMNIFICATION

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

2.11. TAX RESPONSIBILITY QUALIFICATION

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or

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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.

2.12. NO ISRAEL BOYCOTT

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

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3.1. TERM OF CONTRACT

The initial Contract shall commence on or about January 1, 2022 and end December 31, 2026.

3.2. PRICING

All prices are firm and fixed for the contract period. In the event of circumstances beyond Contractor’s control (i.e. change in minimum wage, material change to Barricade Manual, etc.), CITY will consider appropriate price adjustment. Contractor may be required to provide documentation to show justification for such adjustment.

Additional charges for fuel surcharges, delivery charges, environmental fees, waste fees, and other miscellaneous charges shall not be imposed on the CITY and will not be paid. Invoices will be processed for contract prices only.

The CITY will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than Public Transit 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 Public Transit Director.

3.3. METHOD OF ORDERING

Contractor shall deliver services only upon receipt of a written purchase order. All Contractor invoices must include the City of Phoenix purchase order number.

3.4. METHOD OF INVOICING AND PAYMENT

Contractor shall submit one monthly invoice to the CITY for services provided during the previous month. No more than one invoice will be accepted per month. The invoice must itemize the breakdown of charges for bus stops, transit facilities, and additional services.

Payment of the invoice will be delayed if the invoice or supporting documentation submitted is incorrect or incomplete. The entire invoice must be correct and approved before payment will be made. The CITY shall make every effort to process payment for the purchase of services within 45 calendar days after receipt and approval of a correct invoice. Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to the CITY.

The monthly invoice must be submitted to the CITY by the 10th day of the month following the period in which the services were performed.

Monthly invoice must be sent for review to:
City of Phoenix, Public Transit Department
Attn: Transit Facilities Contract Manager

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Invoices must contain the following information, at a minimum:

- A. City purchase order number or contract number.
- B. Description of services provided, to include location, dates and times of services and corresponding name(s) of guard(s) providing the services.
- C. Hourly rates, extended and totaled.
- D. Applicable tax.
- E. Invoice number and date.
- F. Payment terms.
- G. Remit to address

Following approval, Contractor will email the invoice in PDF format to invoices@phoenix.gov, copying the Transit Facilities Contract Manager. Each PDF attachment will contain only one invoice, although multiple PDFs may accompany an email. The email will be in plain text format free of any signatures or images (jpeg, bmp, etc.).

A “remit to” address must also be on the invoice and must match the address on file with the CITY. Any changes to the remit to address must be updated by the vendor in its ProcurePHX vendor profile at <https://www.phoenix.gov/procure>.

Advance payments are not authorized. Payment will be made only for actual services that have been received and approved. The Contractor shall operate within the budgetary limitations established by the CITY under the direction of the Public Transit Director or her designee.

3.5. SUPPLIER PROFILE CHANGES

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

3.6. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS

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

3.7. AUTHORIZED CHANGES:

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d)



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time of delivery; and/or (e) quantities. These contract changes are not binding on the City unless issued or approved in writing by the CITY's Transit Facilities Contract Manager, the Public Transit Director, or the Director's designee, with specific reference to the changes made (e.g., increases/decreases in the frequency or location of cleaning services). If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.

3.8. ADDITION OR DELETION OF SERVICES

The CITY reserves the right to add and/or delete services and/or locations under the Contract. If service levels increase or decrease the cost will be adjusted in accordance with the contract price.

Except as provided in **Section 5.3** (Service Locations and Cleaning Frequencies), all contract changes may be incorporated into written and signed amendments to the Contract at the sole discretion of the CITY. If applicable, each amendment will state any increase or decrease in the amount of the compensation due to Contractor for the change in service. Oral changes to the Contract are not authorized, but the CITY may provide changes by written notification to Contractor.

3.9. SUSPENSIONS OF WORK

The Procurement Officer and the Transit Facilities Contract Manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

3.10. HOURS OF WORK

All work under this contract shall be coordinated with the Transit Facilities Contract Manager. Any changes to the established schedule must have prior written approval by the Transit Facilities Contract Manager.

3.11. INDUSTRY STANDARDS

It is intended that Contractor, in the selection of equipment and methods, will use practices that are the best available in the industry for the type of services Contractor is responsible for providing in this contract.

3.12. DUST CONTROL

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the twenty percent (20%) visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control

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Regulations. Contractor shall suppress emission of dust to comply with the twenty percent (20%) visible emission opacity limit.

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

Acceptable alternatives to leaf blowers include: Brooms, Racks, Walk Behind Leaf Vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

3.13. TYPES OF WORK SUPERVISION

Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract. .

3.14. EQUIPMENT/SAFETY

Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The Contractor and its employees must comply with the most current City of Phoenix Traffic Barricade Manual available on the CITY’s website: <https://www.phoenix.gov/streets/traffic-management>. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of Contractor’s employees and the public is of prime concern to the CITY, and Contractor must take all necessary steps to assure proper safety during the performance of Contractor.

3.15. ACCESS TO WORK AREA

The Transit Facilities Contract Manager will identify project areas, storage area and parking to be utilized by the Contractor.

3.1 RIGHT-OF-WAY MANAGEMENT PROGRAM

Pursuant to Phoenix City Code, Article XV and revised on September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program as outlined below and on City of Phoenix website <http://phoenix.gov/streets/traffic/index.html> .

Plan Components:

- A. Certification: Agencies wanting to set and/or remove temporary traffic control devices must go through an annual training program. Call (602)534-5369 to



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register for training.

B. Impound Authority: City has authority to remove and store traffic control devices in emergency situations or as a last resort if the owner will not pick them up.

C. Civil Sanctions for temporary traffic control violations:

Civil Sanction Violation Description:

\$1,500 Presents imminent risk of injury or death to the public within right-of-way(ROW)

\$1,000 Restricting right-of-way(ROW) without proper certification or Temporary Use Permit

\$1,000 Restricting traffic during peak traffic hours without authorization

\$1,000 Failing to correct violation

\$1,000 Unnecessarily restricting traffic at signalized intersections without active work occurring.

\$ 500 Closing sidewalk improperly OR without proper Temporary Use Permit

\$ 500 Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit

\$ 500 Missing/improper use of advance warning signs

\$ 500 Missing/improper use of barricades

\$ 250 Leaving advanced warning signs facing traffic AFTER restriction has been removed

\$ 250 Leaving traffic control devices in the right-of-way(ROW) twenty-four (24) hours AFTER permit expires

\$ 250 Use of "Unacceptable" traffic control material

\$ 250 Rendering a bus stop inaccessible

D. Parking Meter Fees - to take out of service: \$35 application fee & \$10 per meter per day.

3.16. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, supplies and incidentals to perform the required services at the CITY facilities designated. The Transit Facilities



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Contract Manager will decide all questions which may arise as to the quality and acceptability of any work performed under the agreement. If, in the reasonable opinion of the Transit Facilities Contract Manager, performance becomes unsatisfactory, the CITY shall notify the Contractor.

3.17. FAILURE TO COMPLY

If any services performed under the contract are not in conformity with all contract requirements, the CITY may require Contractor to immediately take all necessary steps to ensure that future services performed will conform to the contract.

If Contractor fails to conform to the requirements of the contract, the CITY may terminate the contract for default.

3.18. POST AWARD CONFERENCE

Contractor shall attend a post award conference to be held by the Transit Facilities Contract Manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

3.19. PERFORMANCE INTERFERENCE

Contractor shall notify the Transit Facilities Contract Manager immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

3.20. ADVERTISING

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

3.21. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

3.22. 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.

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3.23. 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.

3.24. LIQUIDATED DAMAGES

If Contractor fails to perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the CITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the CITY as fixed, agreed upon liquidated damages, the amount of \$50 per occurrence per day and this amount will double each twenty-four (24) hour period until the violation is remedied. After being contacted by the CITY, Contractor shall immediately respond to the complaint and take corrective action at no cost to the CITY.

If Contractor is observed by a CITY employee performing transit cleaning in violation of the City of Phoenix Traffic Barricade manual, liquidated damages in the amount of \$50 per occurrence will be assessed. Reports of such activity by those other than CITY staff will be investigated and, if determined Contractor was in violation, liquidated damages of \$50 per occurrence will be assessed.

If, in the opinion of the CITY, performance becomes unsatisfactory, CITY shall notify Contractor in writing. Contractor shall correct such deficient performance within three (3) working days of the date such notice is received. If the nature of such deficient performance is such that it cannot be corrected within three (3) working days, then a longer period shall be allowed within which to correct the deficiency. Provided, however, that if additional time is required to complete cure, work shall commence within the aforementioned three (3) day period and shall be diligently prosecuted to completion. In the event the unsatisfactory performance is not corrected within the time specified above, CITY shall have the right, at its sole discretion, to immediately commence cure, to complete the work to its satisfaction and deduct the cost of correction from any balances due or to become due to Contractor or invoice Contractor for the cost of correction. Alternatively, at the City’s sole discretion, should Contractor fail to timely respond and take corrective action as above provided, the City may assess liquidated damages for Contractor’s failure to perform or failure to perform in a timely manner in the amount of \$50 per occurrence per day.

The parties agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement. The City may terminate this contract in whole or in part as provided in the “Default” provision. The

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Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

3.25. PROCUREMENT REPORTS

Contractor shall submit procurement reports upon request in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period.

3.26. COMMUNICATION IN ENGLISH

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

3.27. CONTRACTOR ASSIGNMENTS

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

3.28. BACKGROUND SCREENING:

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

3.28.1. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

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

3.28.3. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement



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and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Contract.

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

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

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly



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acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

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

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

Unless otherwise provided for in the scope of work:

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

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

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

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

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no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

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

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

3.29. BACKGROUND SCREENING – STANDARD RISK

The current risk level and background screening required is **STANDARD RISK LEVEL**.

A standard risk background screening will be performed when the Contract Worker’s work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

3.30.1 Requirements: The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire.

3.30.2 Contractor Certification; City Approval of Background Screening: Unless otherwise provided for in the Scope, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor

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has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required

3.30. SECURITY INQUIRIES

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

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

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

3.31. CONTRACT REVIEWS

The CITY will conduct monthly compliance reviews or as often as it deems prudent. The review with Contractor is to discuss any previous and upcoming issues. Contractor will be notified of the exact time and place of each meeting.

3.32. CLEANING

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The work area shall be cleaned at the end of each work day.

The CITY is not responsible for theft or damage to Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the CITY's Transit Facilities Contract Manager will be consulted.

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3.33. DAMAGE TO CITY PROPERTY

Contractor shall perform all work so that no damage to the CITY building or grounds results. Contractor shall repair any damage caused to the CITY’s satisfaction at no cost to the CITY.

Contractor shall exercise care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the CITY at Contractor’s expense.

3.34. PROFESSIONAL COMPETENCY

Services provided by Contractor will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the CITY of Contractor’s work will in no way relieve Contractor of liability to the CITY for damages suffered or incurred arising from the failure of Contractor to adhere to the previously mentioned standard of professional competence.

3.35. TRANSITION COOPERATION AGREEMENT

Contractor recognizes that the services under the Contract are vital to the City and must be continued without interruption. Upon expiration, termination or other conclusion of the Contract and of Contractor’s rights and duties under it, the parties anticipate that a successor provider may be selected by the City to perform the same or similar work. The successor provider may be Contractor or some other individual, firm or entity.

If the successor provider is an individual, firm or entity (other than Contractor) then Contractor shall cooperate fully with the successor provider to effect a smooth and seamless transition. This cooperation must include the following.

- Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. These records include maintenance records, inventory records, supplier contracts, and support agreements.
- If original records are necessary for the successor provider to properly perform its legal obligations, Contractor shall provide the originals to the successor, and Contractor shall keep copies of them.
- Contractor shall share and permit copying of all pertinent personnel records.
- Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.

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- Contractor shall not sell, transfer, convey or encumber any CITY assets or any of the assets to be transferred to the successor provider.
- Contractor shall maintain all inventory levels necessary for the successor provider to continue to perform the work.
- As the CITY may direct, Contractor shall surrender to the successor provider or to the CITY all CITY-owned real, personal and/or intellectual property.
- Contractor shall inventory all property (real, personal or mixed) purchased or leased with CITY funds and all property in which the CITY has an ownership or possessory interest. Contractor shall include a description of the property and its location in sufficient detail to permit easy identification.
- If transferred employees are required to undergo training, Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

Until the date that the successor provider assumes its contractual duties, Contractor shall fully and conscientiously perform its obligations under the Contract in a professional and workman-like manner.

3.36. CONTRACT CLOSEOUT

At the end of the Contract, the CITY shall review the Contract to ensure all required deliverables have been met. This includes, but is not limited to, an audit of Contractor's financial and operational records and an inspection of all City equipment provided to Contractor. Any outstanding issues must be resolved within thirty (30) days of Contract completion, at which time a Notice of Contract Closure must be sent by the City to finalize the Contract closure between the parties. Contractor shall keep all Contract-related records for a minimum of five (5) years after Contract completion, expiration or termination. Upon twenty-four (24) hour notice, Contractor shall make available all records to the City or its agents for audit during normal business hours. In the event of litigation or claims related to the Contract, Contractor shall maintain all records until the litigation or claim is concluded or five (5) years after the end of the Contract, whichever last occurs.

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4.1 DEFENSE AND INDEMNIFICATION:

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

4.2 CONTRACTOR’S INSURANCE:

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

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

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

4.2.2 Commercial General Liability – Occurrence Form

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- Policy must be endorsed to include coverage for “care, custody & control”.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

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

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4.2.4 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.

4.3 NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Public Transit Department, Attn: Christine Adrian, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003

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

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

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

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



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

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5.1 PURPOSE

Provide cleaning and maintenance services for bus stops and bus transit facilities for the City of Phoenix Public Transit Department (“CITY”).

5.2 BACKGROUND

There are approximately 993 CITY bus stop locations with no furniture and approximately 3,042 bus stop locations with various types of furniture that may include a bench, trash receptacle, and/or shade structure with or without commercial advertising. Over the next five years, the CITY plans to add approximately 500 furniture units to existing and new bus stop locations.

Currently, there are 15 transit facilities consisting of 6 transit centers, 8 park-and-rides, and a Public Transit downtown office building. These facilities provide an opportunity to increase transit use, improve efficiency of transit operations in the region, and enhance the communities in which they serve. Cleaning of the facilities plays an important part of accomplishing these goals. Hours of operation range from 4:00 a.m. until 2:00 a.m., generally seven days per week.

5.3 SERVICE LOCATIONS AND CLEANING FREQUENCIES

The CITY reserves the right to add or delete bus stop locations and passenger facilities as needed during the term of the contract. The CITY will use the bid unit prices for determining contract price adjustments for any additions and/or deletions.

The use of bus stops commonly fluctuates and will require adjustments to the cleaning frequency schedule. The Transit Facilities Contract Manager will notify the Contractor of changes to service frequencies and/or locations that will take effect as directed. These routine changes are exempt from the requirements of **Section 2.5.1** (Contract Amendments) and **Section 3.8** (Addition or Deletion of Services), so no written amendment signed by both parties is required to implement them. To invoke these changes, the CITY will send such notice by email to the email address provided by Contractor in **Section 6.7** (Offer), and the CITY will track the date and time when it electronically submitted that notice to the Contractor. After execution of the contract, the Contractor may provide to the CITY, in writing, an alternative email address for such notices.

These changes to service frequencies and/or locations will be shown and billed by the Contractor on the following month’s invoice. The Contractor’s next monthly Bus Stop Locations and Cleaning Frequencies Report, as described in **Section 5.9** (Monthly Reports), must also reflect the up-to-date notified changes. The CITY will review that monthly invoice and Bus Stop Locations and Cleaning Frequencies Report, comparing them to its notice of changes, before approving them for true-up payment. During that review, the CITY will notify the Contractor by email (as provided above) of any deviations from its notice of changes, which the Contractor will reconcile with an updated invoice and/or Bus Stop Locations and Cleaning Frequencies Report for the CITY’s review.



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5.4 CLEANING AND MAINTENANCE OF BUS STOP LOCATIONS WITH AND WITHOUT FURNITURE

Contractor shall clean bus stop locations with and without street furniture. Each cleaning shall include pressure wash of the transit pad and/or bus stop area.

5.4.1 Maintenance Area

The maintenance area is identified as the length of the transit pad plus ten (10') feet beyond each end of the transit pad and five (5') feet beyond the depth of the transit pad but within the CITY right-of-way for debris removal. It includes the curb and gutter, all tree wells and planters or any other above grade obstacles. At bus stop locations with no concrete transit pad, the maintenance area is twenty (20') feet beyond each side of the bus sign pole and ten (10') feet beyond edge of pavement or curb but within the CITY right-of-way.

5.4.2 Debris Cleanup Prior to Pressure Wash

Pick up, sweep and remove all debris (including vegetation) within the maintenance area.

5.4.3 Pressure Washing

Contractor shall pressure wash the transit pads at a minimum of 3500 psi. Pressure washing shall be done on all concrete and/or brick paver waiting areas and adjacent sidewalk at bus stop locations. Pressure washing shall remove foreign substances (gum, graffiti, soda spills, food, bodily fluids etc.) from concrete, sidewalk, and/or brick pavers without damaging surfaces. Contractor shall not use cleaning chemicals unless requested and approved by the CITY. CITY may request additional pressure washing to remove foreign substances at any time at no additional cost to the CITY.

Contractor shall pressure wash the transit furniture using a maximum 1000 psi. Pressure washing of entire transit furniture, including the roof and solar panels, shall be done quarterly or as requested by CITY. Contractor shall not pressure wash advertising display space of an ad bench and/or ad kiosk to avoid any damage to advertisements and lighting components. The CITY may request additional pressure washing to remove foreign substances at any time at no additional cost to the CITY.

5.4.4 General Cleaning

Perform the following general cleaning tasks during each visit:

- Clean transit furniture using nonabrasive materials;
- Clean bench, seats and back area with an environmentally-friendly disinfectant;
- Remove graffiti, stickers, and non-transit related signs and posters from all bus stop signs and furniture.
- Hand clean all advertising displays. RAPID locations with stainless steel display cabinets shall be hand cleaned each visit.



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- Remove graffiti, stickers, debris, and non-transit related items from bus stop signs.

5.4.5 Scheduling

Perform cleaning of transit furniture in accordance with the schedule prepared by Contractor and shall be approved by the CITY. The schedule shall conform to the City of Phoenix Right-of-Way Management Program. Contractor shall perform all work to minimize disruptions to traffic, adjacent property and business owners.

5.4.6 Trash Receptacles

Empty all trash receptacles and remove any loose trash or debris that may be at the bottom of each receptacle during each visit. Replace empty trash receptacle with a new trash liner, where hooks are not available inside the trash receptacle, the liner may overlap outside the top of the receptacle no more than two (2") inches. Pressure wash trash receptacles inside, outside, remove graffiti, stains, and spills from receptacles as needed. CITY may request additional pressure washing to remove foreign substances from receptacles at any time at no additional cost to the CITY.

5.4.7 Maintenance Repairs

Maintenance shall include but is not limited to: install and/or replace trash receptacle; reattaching chain to trash receptacle lids; reattaching bus logos; reattaching shelter panels; replace missing bolts and refastening transit furniture to transit pad.

5.4.8 Painting

Paint transit furniture to match existing color up to a 50 square foot area at each location as needed. Painting needs shall include scratches, graffiti, peeling, etches, rust, etc. Contractor shall use a Direct-to-Metal paint and prepare the surface in accordance with the manufacturer's specifications. The paint used shall be approved by the CITY. Applied paint shall maintain a uniform appearance.

5.4.9 Lighting

Inspect all transit furniture lighting at a minimum of once each week to ensure lights are properly functioning and not damaged.

Report all damaged transit furniture and hazardous conditions to the CITY immediately.

5.4.10 Waste Disposal

Dispose of all waste, and any other matter removed, legally and in compliance with federal, state, county and city requirements. Contractor is solely responsible for any and all disposal fees. Contractor accepts full responsibility for waste disposal. CITY will not supply an area or facility for storage of the collected waste from transit sites.

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5.5 CLEANING AND MAINTENANCE OF TRANSIT CENTERS AND PARK-AND-RIDES

5.5.1 Maintenance Area

Transit Facilities are comprised of the 302 Public Transit downtown office, transit centers, and park-and-rides with or without security buildings.

The 302 Public Transit Downtown Office Building component is comprised of the first floor temporary Central Station Transit Center office and the outside of the entire building. This also includes three adjacent bus stops that are within an eighth-mile distance from the building.

5.5.2 Facility Access

The 302 Public Transit Downtown Office Building, transit centers and park-and-rides building access will only be allowed with a CITY representative present Monday thru Friday. For scheduling purposes, the Contractor shall conduct maintenance during the following times, unless otherwise directed by Transit Facilities Contract Manager:

302 Public Transit Downtown Office Building:

- Monday thru Friday from 8:00 AM to 5:00 PM.

Transit Centers:

- Monday thru Friday from 5:00 AM to 7:30 PM.

Park-and-Rides:

- Monday thru Friday from 5:00 AM to 9:00 AM and 3:30 PM to 7:30 PM.

The outside of the buildings and the rest of the facilities are open for maintenance during normal business hours, Monday thru Friday.

5.5.3 General Cleaning

Perform the following general cleaning tasks during each visit:

- Remove all litter at/or within the facilities passenger and bus areas which may include, but not be limited to: pedestrian walkways; multi-use trails; bus lanes; and passenger platforms.
- Inspect bicycle racks and lockers and clean, as necessary.
- Hand clean transit furniture and kiosks using nonabrasive materials with an environmentally friendly disinfectant.
- Remove graffiti, stickers, non-transit related signs and posters from property.



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- Use a CITY-approved stainless-steel cleaner to hand clean stainless-steel display cabinets at RAPID locations.
- Spot clean interior walls as needed.
- Clean all interior glass leaving no streaks or smudges.
- Clean by hand all stainless steel with an approved stainless-steel cleaner which includes kick plates, push plates, doors, light switch plates, partitions, restroom fixtures, and plumbing under sinks;
- Clean by hand and disinfect water fountains, telephones, ticket vending machines, light switch plates, and areas around doors.
- Clean all exterior glass by hand, leaving no streaks or smudges.
- Spot clean by hand exterior walls and soffits as needed.
- Remove all debris in and around ground mounted air conditioner enclosures.
- Clean and sanitize toilets, urinals, sinks and flush fresh water down floor drains to avoid odor where applicable.
- Clean and mop all floors in restrooms and security buildings.
- Clean and sweep closets and electrical rooms.
- Restock all dispensers including: toilet paper; toilet seat disposable covers; paper towels; soap; and replace urinal deodorizer blocks as needed.

5.5.4 Additional Responsibilities

- Inspect all facility lighting weekly at all transit centers and park- and-rides to ensure lights are properly functioning and not damaged.
- Clean reusable air filters and/or replace disposable air filters each month.
- Clean gutters, parking canopies, and roofs to remove leaves, dirt, debris, etc. on a quarterly basis. Take special care not to introduce water into the roof venting system.
- Power sweep parking lots in the months of March and September or as requested by the CITY with the exception of Ed Pastor, Paradise Valley, and Montebello Transit Centers.
- Strip and seal vinyl composition tile floors semiannually. All mop water and cleaning solutions remaining shall not be disposed of in the landscape or storm water system.



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5.5.5 Scheduling

Clean all transit centers with or without security buildings daily Monday through Friday including the adjacent bus stops. Clean all park- and-rides twice a week on non-consecutive days including the adjacent bus stops. Submit service schedules for the following week to the CITY for approval by Friday at 3:00 pm.

5.5.6 Trash Receptacles

Contractor shall perform the following at each visit: empty all indoor and outdoor trash receptacles; remove any loose trash or debris that may be at the bottom of each receptacle; remove stains and spills from each trash receptacle; and replace trash liner. Where hooks are not available inside the trash receptacle, the liner may overlap outside the top of the receptacle no more than two (2") inches. Once per week or upon request by CITY, pressure wash outdoor trash receptacles inside and outside.

5.5.7 Maintenance Repairs

Provide maintenance repairs to include, but is not limited to: reattaching chain to trash receptacle lids; reattaching bus logos; reattaching shelter panels; replace missing bolts; refastening transit furniture; tightening toilet seat and bowls; tightening any wall mounted dispensers (i.e. paper towel dispenser, toilet seat, toilet seat cover dispenser, toilet paper dispenser); oiling or repairing privacy slide locks; changing indoor and outdoor light bulbs; and unplugging drains, toilets, urinals, water fountains, and minor plumbing repairs at all transit centers and park-and-rides.

5.5.8 Painting

Paint transit furniture to match existing color up to 50 square foot area at each location as needed. Painting needs shall include scratches, graffiti, peeling, etches, rust, etc. Using a Direct- to-Metal paint, the Contractor shall prepare the surface and apply it according to the manufacturer specifications. The paint shall be approved by the CITY. Paint shall maintain a uniform appearance. Graffiti damage over 50 square feet per incident on transit property may be eligible for reimbursement under "Additional Services."

5.5.9 Pressure Washing.

Pressure washing at transit centers and park-and-rides shall be serviced one time per week with hot water (180 degrees F) at a minimum of 3500 PSI. Areas include passenger platform waiting areas, walkways, bus lanes, and adjacent bus stops. Areas are to be kept clean and free of all foreign substances (gum, soda spills, food, oil, etc.). CITY may request additional power washing at any time as needed at no additional cost to the CITY. Cleaning chemicals shall not be used unless approved by the CITY in advance. All standing water shall be removed and disposed of in accordance with federal, state and local ordinances pertaining to water recovery and disposal.

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5.5.10 Waste Disposal

Dispose of all waste, and any other matter removed, legally and in compliance with federal, state, county and city requirements. Contractor is solely responsible for any and all disposal fees. Contractor accepts full responsibility for waste disposal. CITY will not supply an area or facility for storage of the collected waste from transit sites.

5.6 BLOWER RESTRICTIONS

Do not use blowers without prior permission from the CITY. The CITY may at its discretion allow blowers to be used in open areas where it does not affect pedestrians, staff or the general public. Do not use blowers when the general public is present and use discretion when working around facilities and private and personal property. Permission to use blowers is subject to change due to unforeseen policy changes by state, county, local government, and/or the CITY at any time. Failure to use discretion when using blowers resulting in dust/debris spreading onto vehicles or facilities may result in the loss of this privilege.

5.7 WORK ORDER SYSTEM

Use an electronic work order system to track asset maintenance by, but not limited to: unit number; ID number; type; location and service/repair details. The work order system shall be capable of generating detailed reports using all the above attributes. The database shall be fully accessible for viewing, reporting and work progress for a minimum of three CITY staff seats at any time. Access should be available via web based or other CITY-approved method.

5.8 MONTHLY REPORTS

Provide to the CITY the following reports describing the activities that have been performed during the previous month. All monthly reports shall be in Excel format and shall be emailed by 3:00 pm to the CITY by the 10th day of the following month.

5.8.1 Bus Stop Locations and Cleaning Frequencies Report

Update the Bus Stop Locations and Cleaning Frequencies Report by highlighting all previous month's changes to the cleaning frequencies. If no changes were made to the previous month, Contractor shall submit report and state no changes. An updated version of the Bus Stop Locations and Cleaning Frequencies Report must be submitted to the CITY as part of the monthly submittal package.

5.8.2 A/C Filter Replacement Report

Report all A/C filter replacements performed during the month. At a minimum, report shall include the date, time and location and specify if the filter was changed or cleaned at the park and ride and transit center locations.

5.8.3 Rapid Roof Cleaning

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Report all roof cleaning activities performed during the month. At a minimum, report shall include the date, time and location of service.

5.8.4 Bus Stop Lighting Inspection Report

Report the bus stop lighting inspections performed during the month. Transit shelters with required weekly inspections must be identified in the report with details of the date, time, location and status (working, not working, or damaged) of inspected bus stops.

All transit shelters shall be inspected at least once a month and shall indicate the date, time, location, and status (functional, not functional, damaged, or not applicable) of inspected bus stops.

5.9 WEEKLY REPORTS

Contractor shall provide to the CITY the following reports describing the activities that have been performed during the previous week. All weekly reports shall be in Excel format and shall be emailed by 9:00 am to the CITY on Monday of the following week.

5.9.1 Bus Stop Paint Report

Report all painted bus stop furniture for each week indicating date, time and location. If painting was not completed, Contractor shall explain why it was not completed and anticipated date of completion.

5.9.2 Transit Facilities Pressure Wash Report

Report all pressure washing of transit facilities each week indicating date, time and location.

5.9.3 Passenger Facilities Lighting Inspection Report

Submit a weekly lighting inspection report indicating date, time, location, and status (working, not working, or damaged) of inspected passenger facilities (park-and-rides and transit centers).

5.9.4 Transit Facilities Inspection Report

Contractor's Field Supervisor shall inspect each transit facility location weekly. At a minimum, this report shall include field supervisor's name, date, time, location and condition of the inspected sites. Report shall also include all scheduled items not completed during the previous week with an explanation as to why the work was not completed.

5.9.5 Repair Report

Report all repairs completed for bus stops and passenger facilities (park-and-rides and

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transit centers). The report shall include description of repair, date of completion, and location.

5.9.6 Assigned Special Projects Report

Report all assigned special projects as directed by the CITY. The report shall include a description of the special project, the date it was requested by the CITY, date of completion and location. Special projects may include, but not be limited to: temporary placement of bus stops, temporary installation of a bench or bench unit, cleaning of the temporary bus stop, community events, cleaning up bus stops after parades and sporting events, and other tasks as requested by the CITY.

5.10 ADDITIONAL SERVICES

Additional services may include, but are not limited to, additional cleaning and/or repairs not otherwise specified in this contract.

Contractor shall be compensated for labor at the hourly rate specified in this contract for additional services. In the event that the total cost for materials exceeds \$500, Contractor shall submit to the CITY three (3) cost estimates for the work being requested by the CITY. Contractor shall not "split" the purchase of materials in order to stay under the \$500 limit. Contractor shall provide a total cost for the additional services (materials and labor) for the CITY's approval. Contractor must receive written authorization from the CITY prior to purchasing materials and/or commencing any additional services. Contractor must provide proof of purchase (copy of the supplier's original invoice) with its monthly invoice to be reimbursed for the cost of materials associated with the additional services.

Assigned special projects may include but may not be limited to: cleaning of temporary bus stop locations, transit centers and park-and-ride locations after community events, parades, sporting events, and/or other tasks as requested by the CITY.

5.11 CONTRACTOR RESPONSIBILITIES

5.11.1 Report to security staff and sign in before performing services at facilities staffed with security personnel. Contractor shall sign out when services are completed. If Contractor cannot locate security personnel, the CITY must be contacted immediately.

5.11.2 Uphold the highest consideration for the safety, comfort and convenience of transit passengers. The performance of maintenance activities shall attempt to minimize disruption to the community, transit passengers and transit operations at all times. Contractor vehicles shall not impede passenger areas.

5.11.3 Ensure that all employees are professional and courteous and immediately report all incidents that may result in a citizen's complaint to the CITY.

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- 5.11.4 Report all items needing special repair or attention to the CITY to ensure the shade structures and bench units are clean and safe. Any unsafe conditions, repairs or graffiti must be reported immediately to the CITY.
- 5.11.5 Possess the ability to communicate with the CITY via cell phone and e- mail. This includes the use of digital cameras, attaching photos to reports and sending communication electronically to the CITY as requested.
- 5.11.6 Provide an emergency telephone number where they can be reached 24 hours a day, 7 days a week. Contractor must call back within thirty minutes of the originating call.
- 5.11.7 Within twenty-four (24) hours after a storm, check for storm damage at all transit facilities.

5.12 EMERGENCY MAINTENANCE (SAFETY HAZARD RESPONSE)

Assign top priority to situations that present a danger to transit property, passengers, pedestrians and traffic flow. Contractor required on-site response time shall be no greater than four hours after being notified by the Transit Facilities Contract Manager of an emergency situation. Notification will be in form of a phone call from the Transit Facilities Contract Manager to emergency contact number provided by Contractor. If the safety issue cannot be corrected immediately, the location must be secured (barricading site, safety tape, etc.) to protect the public from hazardous and/or dangerous conditions. Contractor's supervisory personnel shall be on-call 24 hours a day for emergency and off-hour situations requiring immediate attention. Emergency responses will be billed as additional services.

Contractor shall immediately report all hazardous conditions, even those not caused or correctable by Contractor, to the Transit Facilities Contract Manager.

5.13 LOCAL OFFICE

Prior to the contract start date, establish and maintain a local office within the Phoenix metropolitan area and provide adequate facilities to conduct business and for storage of equipment, inventory and supplies for the term of the contract.

5.14 WORK SCHEDULE

Every Friday prior to 3:00 p.m., provide a work schedule via e-mail to the Transit Facilities Contract Manager identifying the bus stops and passenger facilities that will be serviced the following week. This schedule shall indicate each time the locations will be serviced. If, for any reason, the submitted schedule cannot be met, notify the CITY within twenty-four hours of the scheduled service day. Once the schedule has been submitted to the CITY, it will be Contractor's responsibility to complete all work during that week.

5.15 CONTRACTOR'S EQUIPMENT

Prior to the start of this contract, Contractor must have the necessary equipment to perform the work and render the services required by this contract. This includes equipment and tools

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for emergency, weekend and holiday work.

All vehicles must be maintained in good mechanical condition and appearance shall be neat and clean at all times. The CITY reserves the right to inspect Contractor's vehicles.

All vehicles used by Contractor must be appropriately licensed and clearly identified with a vehicle number, company name and phone number of the local office on each side of the vehicle. The letters should be at least (3") three inches high and of proportionate width, in contrasting color with the background, and in plain view of the public.

The CITY will not provide any vehicles, equipment, tools, etc. necessary for performing the work required by this contract.



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6.1. TECHNICAL AND PRICE PROPOSAL

The Technical Proposal and Price Proposal must be submitted in one of the following ways:

6.1.1. Submitted in a sealed envelope/package with the following contents:

- Technical Proposal: One original and one electronic copy (*searchable* PDF format on one flash drive)
- Price Proposal and Financial Information: One original and one electronic copy (*searchable* PDF format on one flash drive). The Price Proposal and Financial Information package must be submitted in a separate sealed envelope within the offer package.

The submitted flash drives must contain electronic file copies of all offer text, spreadsheets, and diagrams included in the original printed offer.

OR

6.1.2. Submitted electronically by email to PTDprocurement@phoenix.gov with the following contents:

- Technical Proposal: One electronic copy (*searchable* PDF format) attached to the submittal email.
- Price Proposal and Financial Information: One electronic copy (*searchable* PDF format) attached to the submittal email.



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6.2. PAYMENT TERMS

Offerors must choose an option, however if a box is not checked, the CITY will default to payment terms of net 45 days.

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

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

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



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6.3. ADDENDA CERTIFICATION

The undersigned acknowledges receipt of the following addenda to RFP PTD21-001:

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the RFP. Include the acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____



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6.4. ADDITIONAL SERVICES

Offeror certifies the following hourly rate and materials markup percentage for additional services:

Additional Services Labor Hourly Rate	\$
Additional Services Materials Markup Percentage	%



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6.5. REFERENCE CHECK FORM

The City will contact each client identified in the Technical Proposal to conduct a reference check. Provide the name of the client, contact person, current telephone number and email address, and dates of service for each client.

NO CITY OF PHOENIX EMPLOYEES MAY BE USED AS REFERENCES

Client Name _____

Contact Person _____

Telephone Number _____

Email Address _____

Dates of Service _____

Client Name _____

Contact Person _____

Telephone Number _____

Email Address _____

Dates of Service _____

Client Name _____

Contact Person _____

Telephone Number _____

Email Address _____

Dates of Service _____



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6.6. CONTRACT DISCLOSURE FORM

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

1. Name of person submitting this disclosure form.

First MI Last Suffix

2. Contract Information

Solicitation # or Name:

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

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

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

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

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



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7. Disclosure of conflict of interest:

A. City Code Section 43-34

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

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

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

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

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

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

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

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



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8. Acknowledgements

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

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

B. Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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



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6.7. OFFER

TO THE CITY OF PHOENIX:

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

Arizona Sales Tax No. _____
Use Tax No. for Out-of State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

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

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

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

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____



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6.8. ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

Jesús E. Sapien or delegate, Public Transit Department

ATTEST:

_____ this _____ day of _____, 2021
City Clerk

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