



CITY OF PHOENIX

Human Services Department, Victim Services Division
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003

**REQUEST FOR QUOTATION
RFQ-22-VSD-57**

Victim Services and Prosecutor's Office Client Transportation Services

PROCUREMENT OFFICER

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Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFQ	April 14, 2022
Submittal of Written Questions by 3:00 p.m.	April 22, 2022
Responses to Written Questions	April 25, 2022
Proposal Submittal by time 3:00 p.m.	May 6, 2022
Award Recommendation to Phoenix City Council	May 15, 2022



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SECTION I – INSTRUCTIONS

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SECTION I – INSTRUCTIONS

1. STATEMENT OF WORK:

- 1.1. The City of Phoenix invites Quotes for Victim Services and Prosecutor's Office Client Transportation Services for a five-year period commencing on or about July 1, 2022, in accordance with the specifications and provisions contained in this Agreement.
- 1.2. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:
 - reaching the end of the term and any extensions exercised as set forth above; or
 - payment of the maximum compensation under this Agreement; or
 - termination pursuant to the provisions of this Agreement.

2. PREPARATION OF QUOTE:

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 No Quote will be altered, amended or withdrawn after the specified Quote due date and time.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



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

2.4.5. Quote responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products quoted. Quotes submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products

2.4.6. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

3. EXCEPTIONS:

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

4. INQUIRIES:

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

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

5. BUSINESS IN ARIZONA:

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



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6. LICENSES:

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

7. CERTIFICATION:

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

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

8. PRE-AWARD QUALIFICATIONS:

- 8.1. Vendor must have been in operation a minimum of three (3) years. The Vendors normal business activity during the past 3 years will have been for providing the goods or services in this agreement. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this agreement.)
- 8.2. Upon notification of an award, the Vendor will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

9. AWARD OF CONTRACT:

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

Factors that may be considered by the City include:

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



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

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

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

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



SECTION II - STANDARD TERMS AND CONDITIONS

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SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
May:	Indicates something that is not mandatory but permissible.

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

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



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on behalf of the City of Phoenix, AZ.

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

2. CONTRACT INTERPRETATION:

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



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- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- 2.2.1. Federal terms and conditions, if any
 - 2.2.2. Special terms and conditions
 - 2.2.3. Standard terms and conditions
 - 2.2.4. Amendments
 - 2.2.5. Statement or scope of work
 - 2.2.6. Specifications
 - 2.2.7. Attachments
 - 2.2.8. Exhibits
 - 2.2.9. Instructions to Contractors
 - 2.2.10. Other documents referenced or included in the Invitation for Offer
- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.



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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.

3. CONTRACT ADMINISTRATION AND OPERATION:

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

3.2. CONFIDENTIALITY AND DATA SECURITY:

- 3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- 3.2.2. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.
- 3.2.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the Department's Deputy Chief



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Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

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

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

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

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

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



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

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



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with during employment without regard to their sexual orientation or gender identity or expression.

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

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

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

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

3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.6. LICENSES AND PERMITS: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract

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

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



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

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

- 3.9.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 3.9.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

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

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

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

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



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fictitious entities such as corporations, partnerships and limited liability companies

- 3.12. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.13. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 3.14. STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS:

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.



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- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- 5.2. ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be



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made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

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

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

6. RISK OF LOSS AND LIABILITY:

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

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

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



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If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.4. LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5. CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this 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.

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

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



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. **DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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

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

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

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

10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for



SECTION II - STANDARD TERMS AND CONDITIONS

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taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

11. TAX RESPONSIBILITY QUALIFICATION:

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

12. NO ISRAEL BOYCOTT:

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

SECTION III – SPECIAL TERMS & CONDITIONS

1. COSTS AND PAYMENTS:

PRICE: All prices submitted shall be firm and fixed for the initial Enter number of years year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term. 2 rev.12/2019 The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Human Services Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Human Services Director..

2. SERVICE REQUESTS:

Contractor shall deliver Services upon phone call or written request from a designated City of Phoenix employee. All Contractor invoices must include the Service Request confirmation number.

3. METHOD OF INVOICING:

Invoice must include the following:

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



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- 3.4. It is the Contractor's responsibility to maintain and make available to the City at their request, documentation that supports each transport service claimed. The driver must complete a daily log with all information clear and legible.
- 3.5. The Final Invoice for the Contract term shall be submitted to City staff designated in the Contract no later than 30 days following the end of the Contract term.
- 3.6. The Final Invoice shall include all adjustments to prior invoices submitted for the Contract term.
- 3.7. Payment will only be made by the City upon receipt of an accurately completed and timely submitted invoice.
- 3.8. Submit the invoice as specified in this section.
- 3.9. Use Exhibit A – Sample Invoice, and Exhibit B – Sample Trip Detail, as templates for completing your invoice accurately.
- 3.10. Failure to submit any invoices as specified may result in forfeiture of payment.

4. METHOD OF PAYMENT:

Contractor will be paid on a monthly basis in arrears. Invoices must contain the Contract number under which the purchase was awarded. Contractor to submit monthly invoice for Law Department to the Victim Services Secretary III and for Human Services Department, Victim Services Division to the Victim Services Program Supervisor.

5. POST AWARD CONFERENCE:

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

6. PERFORMANCE INTERFERENCE:

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the Contract, and confirm it in writing within 24 hours.

Transportation Scheduling Issues

Law Department Contact: Victim Services Administrator

Human Services Department Contact: Deputy Human Services Director, Victim Services Division



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

Contract Noncompliance Issues

Department Contact: Nancy Harrison, Procurement Officer

Phone: (602) 262- or nancy.harrison@phoenix.gov

7. TYPES OF WORK SUPERVISION:

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

8. GRIEVANCES BY RECIPIENTS OF SERVICES:

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

9. PROFESSIONAL COMPETENCY:

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

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

10. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS:

10.1. Contractor and Subcontractor Workers Background Screening:

10.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

otherwise addressed in the Scope of Work.

- 10.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 10.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 10.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 10.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

10.2. Background Screening Level: Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

10.3. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- 10.3.1. work directly with vulnerable adults or children, (under age 18); or
- 10.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 10.3.3. unescorted access to.
 - City data centers, money rooms, high-valve equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure

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

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

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

10.5.2. Driving records (for driving positions only)

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

10.6. Contractor Certification; City Approval of Maximum Risk Background Screening:

10.6.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:

10.6.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,

10.6.1.2. submitting results to the city for approval; and,

10.6.1.3. for reviewing the results of the background check every three to five years, dependent on scope; and,

10.6.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

10.6.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,

10.6.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting



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department. The contracting department decision on disqualification of a Contract Worker is final.

- 10.6.2. 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.
- 10.6.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 10.6.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 10.6.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 10.6.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 10.6.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.

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

10.8. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum



SECTION III – SPECIAL TERMS AND CONDITIONS

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requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

10.9. Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

10.9.1. For any childcare or health worker positions, or CJIS related contracts, Contractor is required to send the City updated background checks *every three years*.

10.10. Variances and Exemptions:

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

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

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



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

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

2. INSURANCE REQUIREMENTS:

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

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

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

2.1.1. **Commercial General Liability – Occurrence Form**



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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

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

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

2.1.2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

2.1.3. Worker’s Compensation and Employers’ Liability

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

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

3. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

the Contractor even if those limits of liability are in excess of those required by this Contract.

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

4. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix, Human Services Department at hsdprocurement@phoenix.gov)**.
5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

SECTION V – SCOPE OF WORK

1. PURPOSE

The City of Phoenix Human Services Department, Victims Services Division (VSD) serves victims of violent crime. Many recipients of these services do not reside within close proximity to social services providers and transportation becomes a barrier to receiving advocacy services.

The Law Department Prosecutor’s Office, Victims Services Unit utilizes these services to provide victims transportation to and from Court proceedings or to a social services agency. This transportation is critical, as a victim may be providing testimony in a case, exercising a victim’s right to participate in the criminal justice process, or traveling to an agency that can provide further assistance with victimization. Similar to VSD, these services are used when all other transportation resources have been exhausted.

Due to the sensitive nature of these circumstances, victims may be transported to an appointment from or between their home, social service provider, Human Services Department Victim Services Division locations, Phoenix Municipal Court, and other service locations, when other transportation options are not available or appropriate. Additional locations may be added throughout the term of the contract. VSD and the Prosecutor’s Office will share the transportation agreement to accommodate the provision of services.

2. ELIGIBILITY CRITERIA

- 2.1. Services shall be provided only upon receipt of a service request from the Human Services Department, Victim Services Division or the Law Department Prosecutor’s Office, Victim Services Unit (“City staff”).
- 2.2. Eligibility is determined by City staff.

3. SERVICE DESCRIPTIONS DEFINITIONS

- 3.1. **Ambulatory**: Client who is able to walk on their own, this includes:
 - 3.1.1. Clients that walk without assistance or with the aid of a cane, walker, or guide dog.
 - 3.1.2. Clients who are able to get out of a wheelchair and enter the vehicle with minimal assistance.
- 3.2. **ASAP Service Request**: A verbal request for transportation services at the direction of City staff in which the client needs to be transported to their destination as soon as possible.
- 3.3. **Attendant**: A person engaged to accompany and care for the needs of one or more clients in the course of transportation at an hourly rate calculated in fifteen (15) minute increments. An attendant must have had an Arizona Department of Public Safety Background Screening with no substantiated finding of any disqualifying act or possess a current and valid Level One fingerprint clearance



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- card.
- 3.4. **Business Day:**
- 3.4.1. Business Office - Monday through Friday, 8:00 am – 5:00 pm
 - 3.4.2. Operations and Dispatch - 24 hours / 7 days a week
- 3.5. **Arizona Department of Public Safety Background Screening:** A confidential database of substantiated reports of child abuse and neglect.
- 3.6. **City Staff:** Human Services Department, Victim Services Division and/or Law Department/Prosecutor staff.
- 3.7. **Client:** The person(s) specified in the Service Request or ASAP Service Request. This may be children, parents, relatives, other family members or a combination thereof, and may include significant others.
- 3.8. **Contact:** Face-to-face visitations, communication, phone calls, video calls, letters, pictures, social media, emails with children, biological parents, siblings, kin or other significant persons.
- 3.9. **Department:** City of Phoenix Human Services Department and/or Law Department.
- 3.10. **Driver:** Any Franchisee, Owner/Operator, Employee, Agent or Subcontractor providing taxicab service on behalf of the Contractor with which the City has contracted.
- 3.11. **Flag Drop:** Minimum fee paid upon initial pick up and paid upon any additional pick-ups in route to final destination. Additional pick-ups are one flag drop at each location and not per person.
- 3.12. **Transportation Vehicle:** "Transportation or other Livery Vehicle" means a motor vehicle that:
- 3.12.1. Provides passenger services for a fare.
 - 3.12.2. May provide transportation for a passenger or group of passengers that is arranged in advance or that is operated on a regular route or between specified points.
 - 3.12.3. A transportation vehicle can be, but is not exclusive of, an automobile, a taxi, a wheelchair, van, and handicap accessible vehicles.
- 3.13. **Trip:** Is defined as the act of transporting client(s) to a final destination. After the trip has started it shall not be considered a "trip" until the final passenger is dropped off. A trip ends when the vehicle is empty of all passengers and all passengers have been delivered to their final destination(s).
- 3.14. **Medically Fragile:** An individual with special health care needs as determined by City staff and includes individuals who have or are at risk for chronic physical or developmental conditions and who also require health and related service of a type or amount beyond that generally required.
- 3.15. **No-Show:** When a client is not at the designated pick-up location at the confirmed date/time and City staff approves ending the pick-up attempt or if an appointment is canceled less than one hour prior to the scheduled pick-up.
- 3.16. **Non-Ambulatory:** Client that cannot walk or stand on their own without more than minor assistance, this pertains to but is not specifically limited to client(s)



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- confined to and transported in wheelchairs requiring a specially equipped vehicle for transport.
- 3.17. **Operations and Dispatch staff:** Contractor's staff who oversee the scheduling of Service Requests and ASAP Service Requests, dispense cabs to the destination per the City's requests, and keep records of all Service Requests and ASAP Service Request.
 - 3.18. **Unusual Incident:** An unusual incident is any unforeseen, unexpected, or unplanned event that involves (but is not limited to) death, injury, violence (including physical, written, or verbal threats of violence), illness, or transport to a hospital from a single incident, an injury to staff or client, the flight or disappearance of a client, property damage to a City asset or personal property, theft, vandalism, property damage that will impact clients, relatives, City employees or administration, or the general public, and any other incident that may be considered newsworthy by the media or incur liability to the City of Phoenix.
 - 3.19. **Unusual Incident Report:** A document used to record and notify City personnel of an unusual incident.
 - 3.20. **Unusual Traffic Congestion:** An unforeseen event in the area preventing the timeliness of service delivery, including but not limited to vehicle breakdowns, accidents, excess traffic due to an accident, unforeseen construction, or an act of God.
 - 3.21. **Wait Time:** Includes the time when the vehicle is not in motion for the time consumed while standing at the directive of City staff (e.g. for pharmacy prescription drop-off on a return trip). Requires a signed request in writing from City staff.
 - 3.22. **Service Request:** A written and/or verbal request for transportation services at the direction of City staff.

4. SERVICE REQUESTS

Contractor will receive an on-line, phone or written service request for transportation services which will specify if special accommodations are needed, such as car seats or if there will be multiple passengers. Contractor will respond to Service Requests with a confirmation number assigned to the client. The Contractor shall dispatch a taxicab to arrive for pick-up within fifteen (15) minutes of the scheduled pick-up time. If staff is informed that service will be delayed, the Contractor will provide an estimated time for pick-up. Delays shall not exceed 30 minutes in addition to the 15-minute initial timeframe. If the estimated time of pick-up is not acceptable to staff, they may contact a secondary transportation contractor for services. Contractor will ensure that their Operations and Dispatch staff will remain available for 24-hours per day for Service Requests by City staff.

5. AS SOON AS POSSIBLE (ASAP) SERVICE REQUESTS

Contractor will receive a verbal service request for transportation services by designated City staff who will specify if special accommodations are needed, such as car seats or if



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there will be multiple passengers. Contractor will respond to ASAP Service Requests with a confirmation number assigned to the client. For ASAP Service Requests within a five (5) mile radius of zip code 85004, the Contractor shall dispense a taxicab to arrive for pick-up within thirty (30) minutes of the ASAP Service Request. For ASAP Service Requests outside of the five (5) mile radius of zip code 85004, the Contractor shall dispense a taxicab to arrive for pick-up within forty-five (45) minutes of the ASAP Service Request. If staff is informed that service will be delayed, the Contractor will provide an estimated time for pick-up. Delays shall not exceed 30 minutes in addition to the 30-minute initial timeframe. If the estimated time of pick-up is not acceptable to staff, they may contact a secondary transportation contractor for services. Contractor will ensure that their Operations and Dispatch staff will remain available for 24-hours per day for ASAP Service Requests by City staff.

6. HOURS OF SERVICE

Evening or weekend pick-ups may be necessary; however, the service will be utilized primarily during normal business hours 7:00 a.m. to 6:00 p.m. Monday through Friday.

7. GRATUITIES

Tipping is not included, and due to the population being served, **tipping will not be offered by the passenger**. The awarded price is all inclusive. Contractor shall ensure drivers do not request tips and refuse any tip offered from any passengers served by this Contract.

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- 8.1. Abide by all local, state and federal statutes and regulations.
- 8.2. Provide all services in a culturally relevant and linguistically appropriate manner to the population to be served.
- 8.3. Maintain confidentiality of client's information acquired in the course of services provided and will not release any confidential information without prior written authorization from the City.
- 8.4. Have a business license as issued by the appropriate entity within the appropriate jurisdiction.
- 8.5. Ensure and verify that every driver providing transportation services is a minimum of nineteen (19) years of age and possesses a valid Arizona Driver's License or Chauffeur's License.
- 8.6. Provide transportation during hours as stated in in this solicitation. .
- 8.7. Schedule and provide transportation services upon receipt of a Service Request and/or ASAP Service Request from City staff.
- 8.8. Schedule and accept all Service Requests and/or ASAP Service Requests by City staff.
- 8.9. Provide an Identification Card to all persons providing transportation, whether paid or volunteer. The person providing the transportation service shall wear the



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- identification card which shall be clearly visible to all clients.
- 8.10. Provide an updated organizational chart within (7) business days upon City's request. The City may request a copy of the organizational chart at any time.
 - 8.11. Call 9-1-1 when appropriate to do so.

9. BACKGROUND SCREENING

The Contractor shall:

- 9.1. Be an owner of a livery vehicle or taxi license and have available for inspection at all times by the City written evidence of a criminal background check conducted for any driver operating a livery vehicle, taxi or limousine for the owner, whether as an employee or lessee. The criminal background check shall be completed before the driver is engaged as an employee or lessee in accordance with A.R.S. § 28-9507(A).
- 9.2. Upon hire and annually, verify the driving record for any driver providing transportation services to ensure no revocation or suspension of their license within the last seven (7) years.
- 9.3. Prevent employees and volunteers from providing direct services to clients if:
 - 9.3.1. They have been determined to have a substantiated finding of a disqualifying act in their Background Screening.
 - 9.3.2. Their Level One fingerprint clearance card has been suspended or changed to restricted status.
- 9.4. Notify the City within three (3) business days if an employee providing direct client services has their license suspended and/or their fingerprint clearance card is in restricted status.
- 9.5. Upon hire and annually, verify that drivers providing services to the City's clients have no DUI's and/or DWI's, No At Fault Accidents, no more than two (2) moving violations, no more than one (1) excessive speed violation, and no criminal violations during the life of the Contract or in the five (5) years preceding the Contract.
- 9.6. Exclude any drivers required by court order to have an ignition interlock device in order to drive a vehicle as a result of being charged or convicted of Driving under the Influence (DUI), Driving While Intoxicated (DWI), etc. from providing services to referred clients.
- 9.7. Prohibit drivers from carrying and using firearms, weapons or any form of explosive, flammable and/or harmful material and/or liquid while on duty.
- 9.8. Ensure that drivers adhere to all applicable Federal, State and local laws and ordinances on traffic safety regulations, while on duty. An example includes "Don't Text and Drive."
- 9.9. Implement a zero-tolerance policy on the use of drugs and alcohol while a taxi, livery vehicle or limousine driver is providing passenger transportation or is available to provide passenger transportation. The Contractor shall provide notice of this policy on its website or in the taxi or livery vehicle including procedures to file a complaint about a driver with whom a passenger was



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- matched and who the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the passenger transportation A.R.S. § 28-9507(C).
- 9.10. On receipt of a passenger complaint alleging a violation of the zero-tolerance policy, the Contractor shall do both of the following per A.R.S. § 28-9507(D):
 - 9.10.1. Immediately suspend the taxi driver's access to the owner's taxi or limousine.
 - 9.10.2. Conduct an investigation into the filed complaint. The suspension shall last the duration of the investigation.
 - 9.11. If the Contractor's investigation confirms that the driver has violated the policy, the Contractor shall permanently prohibit the driver's access to the owner's taxi, livery vehicle. The Contractor shall maintain enforcement records for at least two years after the date a passenger complaint is received by the owner (A.R.S. § 28-9507(E)) and make the records available to the City on request.

10. STAFF TRAINING

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

- 10.1. Americans with Disabilities Act (ADA) requirements.
- 10.2. Proper installation of child safety passenger restraint seating (i.e., car seats, booster seats, etc.).
- 10.3. Cell phone operation and emergency call procedures.
- 10.4. Unusual Incident reporting requirements as per Section V – Scope of Work. 22. Unusual Incident and Disruption of Services Reporting Requirements.
- 10.5. Confidentiality Requirements - The Contractor, their employees and volunteers shall refrain from discussing case issues with the client, rendering advice to the client, identifying clients and discussing case issues with any person at any time.
- 10.6. Basic Training on assisting individuals with disabilities and/or medically fragile in entering and exiting the vehicle.
- 10.7. Driver's requirements under the contract, in particular to include those required by Section V – Scope of Work. 12 through 14.

11. DRIVER'S PERSONNEL FILE

- 11.1. The Contractor shall maintain the following in the drivers' personnel file and update annually:
 - 11.1.1. Arizona Department of Public Safety Background Check and/or Proof of Driver's Level One fingerprint clearance card.
 - 11.1.2. Proof of training as stated in Section V – Scope of Work. 10. Staff Training.
 - 11.1.3. Driver's history check, Criminal Records, and Sex Offender Inquiry.
- 11.2. The Contractor shall provide information in employee/volunteer personnel files to the City within forty-eight (48) hours of the request.



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12. PICK-UP AND RETURN OF CLIENT

The Driver shall:

- 12.1. For pick-ups at a City facility, the driver shall notify City staff by phone when he/she arrives to let City staff know they have arrived. City staff will inform the client that transportation has arrived and escort them to the cab as necessary.
- 12.2. For non-City facility pick-ups, the driver shall notify the client by phone when he/she arrives to let the client know they have arrived. The driver shall notify City staff immediately if the client cannot be located and remain at the pick-up location until the client arrives or City staff provides further instruction.
- 12.3. Escort all clients to the vehicle and assist with vehicle entry, in addition:
 - 12.3.1. Escort blind and visually impaired clients from their pick-up point to their destination point of entry.
 - 12.3.2. Escort all clients under eighteen (18) years of age, from the delivering party to the receiving party. Do not leave these clients unattended while the service is being provided.
- 12.4. Allow additional time (fifteen (15) minutes) to assist disabled, physically or cognitively impaired individual(s) at pick-up and drop-off. Escort disabled or impaired individuals directly to a responsible party at the destination.
- 12.5. Assist with passenger restraint system, ensuring that all clients are secure according to Arizona Revised Statutes (Title 28-Transportation) and applicable federal motor vehicle safety standards.

The Contractor shall:

- 12.6. Accommodate other special needs requests such as Spanish speaking driver, male/female driver, larger vehicles to accommodate large families, etc.
- 12.7. Provide designated phone number and email for client reservations, which will be handled by employee drivers' instead of dispatch who are less familiar with service needs of special populations.
 - 12.7.1. Provide primary, secondary, and tertiary contacts to address transportation issues, after hour calls, and 24-hour emergency service.

13. GENERAL TRANSPORTATION OF CLIENT

The Contractor shall:

- 13.1. Transport all individuals to and from their destination in accordance with existing traffic laws and in a safe and timely manner (i.e. within fifteen (15) minutes of the scheduled pick up and fifteen (15) minutes of the scheduled delivery).
- 13.2. Comply with the ADA in performing this Contract and acknowledges and understands its applicability to this Contract. Contractor must maintain 24 hours per day, 7 days per week availability of ADA compliant and wheelchair accessible vehicles.
- 13.3. The Contractor will only transport City clients per scheduled Service Request or ASAP Service Request. City clients shall not be in the same vehicle as Contractor's public clients and/or other contracted agency clients.



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- 13.4. Transport client(s) to the location designated in the Service Request or ASAP Service Request by the safest and shortest route within the time requirements.
- 13.5. Utilize a safe vehicle loading and unloading area away from moving traffic and hazardous obstructions for passenger entry and exit from vehicle.
- 13.6. Provide all clients in transport a reasonable level of comfort (air conditioning, heating, etc.).
- 13.7. Provide a vehicle that is smoke-free and prohibit smoking or any kind including vaping around the client.
- 13.8. Prohibit clients from standing or sitting on the floor while the vehicle is in motion.
- 13.9. Transport clients only in portions of the vehicles constructed for the purpose of transporting people, not in truck beds, campers, any trailer attachment to a motor vehicle, etc.
- 13.10. Prohibit children seventeen (17) years of age and younger from riding unaccompanied unless pre-approved by City staff as identified in the Service Request or ASAP Service Request.
- 13.11. Provide child safety passenger restraint seating (i.e., car seats, booster seats) as required in the Service Request or ASAP Service Request. The child passenger restraint seats must meet all applicable safety standards, and the child must be restrained in seating, in accordance with 49 Code of Federal Regulations Part 571.213 and those of the National Highway Safety Traffic Administration pertaining to child passenger restraint systems, as may be amended.
- 13.12. Verify whether child passenger restraint seats (required for any child under age five (5) years or under eight (8) years of age who is less than four (4) feet nine (9) inches tall), vehicle lifts, or wheelchair accessibility is required.
- 13.13. Comply with applicable consumer product safety laws and related regulations and guidelines, including, without limitation, all provisions of the Consumer Product Safety Act with respect to Products Recalls. Child passenger restraint seats listed on the National Highway Traffic Safety Administration's (NHTSA) Most Recent Manufacturer Recall List shall be prohibited from use.
- 13.14. Require the use of lap and shoulder belt seat belts for all clients not in child safety restraint seating.
- 13.15. Require vehicle doors to remain locked at all times when the vehicle is in motion.

14. PROFESSIONAL STANDARDS

Due to the nature of the work performed, the Contractor's employees are representing the City. The Contractor shall:

- 14.1. Be well groomed.
- 14.2. Present a professional appearance when transporting clients.
- 14.3. Prohibit the following clothing items:
 - 14.3.1. Any garments deemed inappropriately tight, short, or revealing (mesh tops, midriff tops, tank tops, tube tops, short shorts, work out and/or yoga pants, etc.).
 - 14.3.2. T-shirts that have decals, slogans, or pictures that contain references to



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illegal substances (i.e. alcohol, drugs, etc.) or immoral behavior (Provider Company Logo is acceptable).

- 14.3.3. Pants or shorts worn below the waist to the extent that the underwear and/or skin is/could be exposed.
- 14.3.4. Clothing shorter than 2" above the knee.
- 14.4. Treat passengers and motorist in a courteous manner, refraining from profanity and adverse personal gestures toward them during services performed.
- 14.5. Display staff identification card as referenced in Section V – Scope of Work. 8.9.
- 14.6. Have cell phones that are fully operable within the operable service area for each client transport.
- 14.7. At no time endanger the health or safety of the client under their care.
- 14.8. Not be the perpetrator of a substantiated report of abuse or neglect towards any client or toward any person.
- 14.9. Be substance free and submit to random drug tests to ensure safety for the riders.
- 14.10. All employees shall not engage with clients in any act of sexual contact and/or sexual conduct as defined in A.R.S. § 13-1401 and A.R.S. § 13-3551.

15. LICENSURE, CERTIFICATION AND STANDARDS

The Contractor shall:

- 15.1. Require that all of the vehicles used to provide passenger transportation meet state vehicle safety and emissions standards for private vehicles and shall require the taxis to have, at a minimum, an annual brake and tire inspection that is performed by a qualified party. The owner shall maintain vehicle safety and emissions inspection records for at least two years (A.R.S. § 28-9507(B)) and make the records available to the City on request.
- 15.2. Provide proof of registration, inspection, certification and licensing upon request of the City.
- 15.3. Ensure all transportation vehicles clearly display the Contractor's and/or Subcontractor's logo or other identification of the Contractor's fleet on both sides of the exterior of all vehicles.
- 15.4. Ensure all vehicles used for transporting clients, have an Arizona Department of Transportation (ADOT) Motor Vehicle Department approved Commercial License Plate.
- 15.5. Contractor must be in good standing (i.e., no outstanding civil penalties, etc.) with ADOT prior to permitting per ADOT Administrative Rules R17-5-1003. All vehicles must be in good standing (i.e., no outstanding civil penalties, etc.) with ADOT prior to vehicle inspection.
- 15.6. Verify that all seats are securely fastened to the body of the vehicles.

16. VEHICLE SIGNAGE

- 16.1. A taxi or livery vehicle shall display all of the following information either on an interior sign that is readily visible and that is either in a print or an electronic



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- format or on a digital network or software application per A.R.S. § 28-9506(A):
- 16.1.1. The permittee's business name and address
 - 16.1.2. An accurate representation of all fares and the fare computation method
 - 16.1.3. Displays the driver's name
- 16.2.** At a minimum, taxi is required to display readily visible exterior trade dress that contains the word "taxi" or "cab" (A.R.S. § 28-9506(B)).
- 16.3. Non-Emergency Vehicle or Vehicles in Contract with Government Agencies Signage** – Signage must indicate that fares are determined by contract with a governmental agency or agencies when providing those services. Other fares that are not part of a contractual agreement with a governmental agency will have to be posted in accordance with ADOT Administrative Rule R-17-5-1008.

17. ADOT PERMIT

A copy of the ADOT business permit shall be present inside the vehicle at all times per A.R.S. § 28-9503(F).

18. LICENSE PLATE

The vehicle must have an ADOT/MVD-approved license plate. A vehicle that transports passengers for hire and that has a design capacity for over 8 passengers requires a commercial license plate per A.R.S. § 28-5201(1)(e).

19. METERS

- 19.1. All meters must be NTEP-approved devices and installed/maintained by a registered service agent (RSA) or registered service representative (RSR_
- 19.2. All meters may be checked by the ADOT for the accuracy of application of fares and calculation of distance.

20. FEE SCHEDULE

Mileage rates are per actual miles driven from pick up to drop off regardless of the number of passengers and are all inclusive (including but not limited to driver time, insurance, fuel, overhead). The City will not pay separately for any costs not expressly described in the Fee Schedule.

21. TRIP DETAIL

The Contractor shall:

- 21.1. Use Exhibit B – Sample Trip Detail as a template for completing detailed information per trip.
 - 21.1.1. Erasures and whiteout are not acceptable. If an error is made, draw a single line through the error and enter the correct information.
 - 21.1.2. Trip records with missing or incorrect information will be subject to audit error and recoupment.

22. UNUSUAL INCIDENT AND DISRUPTION OF SERVICES REPORTING REQUIREMENTS



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- 22.1. Unusual Incident** – Any unforeseen, unexpected, or unplanned event that involves (but is not limited to) death, injury, violence (including physical, written, or verbal threats of violence), illness, or transport to a hospital from a single incident, an injury to staff or client, the flight or disappearance of a client, property damage to a City asset or personal property, theft, vandalism, property damage that will impact clients, relatives, City employees or administration, or the general public, and any other incident that may be considered newsworthy by the media or incur liability to the City of Phoenix.
- 22.2. Disruption of Service** - Any event that interrupts or impedes the progress of providing transportation services. This includes, but is not limited to, breakdowns, accidents, unusual traffic congestion, client fight, inappropriate behavior, etc.

The Contractor shall:

- 22.3.** Immediately report all unusual incidents and/or disruption of services regarding client transportation services verbally to the City.
- 22.4.** Provide a written report of the unusual incident or disruption of service to the City within 24 hours of the incident or disruption. See Exhibit C - Unusual Incident or Disruption of Services Report form.
- 22.5.** If there is an immediate threat to anyone's safety or if a crime is in progress – DIAL 911.
- 22.6.** Notify the City within 24 hours of unprofessional behavior.



SECTION VI – SUBMITTALS

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SECTION VI – SUBMITTALS

1. COPIES:

1.1. Please submit one (1) original of the Submittal Section (Tabs 1-4) and all other required documentation via email.

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

1.3. Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit, and your email cannot be sent. 2.

2. HOW TO SUBMIT ELECTRONICALLY

Step 1: Compile your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 3 below.

Step 2: Enter hsdprocurement@phoenix.gov in the "To" field.

Step 3: Enter the Solicitation Title and Number and your company name in the "Subject" field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click "Send." Once submitted, the submission will be deemed a complete submission.

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

ATTACHMENT A – TRANSPORTATION SERVICES INFORMATION FORM

ATTACHMENT B – FEE SCHEDULE FOR TRANSPORTATION SERVICES

ATTACHMENT C – COST AND PAYMENTS

ATTACHMENT D – EMERGENCY 24-HOUR CONTACT

ATTACHMENT E – REFERENCES

ATTACHMENT F – OFFER FORM



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ATTACHMENT G – SOLICITATION TRANSPARENCY AND DISCLOSURE FORM SIGNED ADDENDUM (IF APPLICABLE).

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

3. OFFER SUBMITTAL FORMAT:

The written offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City.



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**ATTACHMENT A
TRANSPORTATION SERVICES INFORMATION FORM**

Contractor Name:		Administrative Address:
Phone Number:	Fax Number:	City, State, Zip Code:
Email:		Contact Person Phone Number:
Name and Title of Authorized Signatory:		Contact Person Cell Phone Number:

CONTRACTOR BUSINESS LICENSE

Main license issued to operate in the State of Arizona in accordance with applicable state and local laws (i.e., taxi, shuttle, wheelchair transports, wheelchair vans, handicapped accessible vehicles, etc.).

Licensing Authority:
License Number:
License to Operate in County(s):
Expiration Date:

CONTRACTOR SERVICES

Check the types of vehicles you will be providing services with (you can check more than one):

<input type="checkbox"/> Transportation Vehicle (ambulatory) <input type="checkbox"/> Provide up to 5 passenger services <input type="checkbox"/> Handicap Accessible <input type="checkbox"/> Provide car and/or booster seats	<input type="checkbox"/> Transportation Van (ambulatory) <input type="checkbox"/> Provide up to 15 passenger services <input type="checkbox"/> Handicap Accessible <input type="checkbox"/> Provide car and/or booster seats
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

INDICATE ANY SPECIALTY EXPERIENCE

<input type="checkbox"/> Visually Impaired, Blindness	<input type="checkbox"/> General Mental Health	<input type="checkbox"/> Speech Disorders
<input type="checkbox"/> Conduct Disorders	<input type="checkbox"/> Hearing Impairment	<input type="checkbox"/> Substance Abuse
<input type="checkbox"/> Developmental Disorders	<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Suicide
<input type="checkbox"/> Disruptive Behaviors	<input type="checkbox"/> Parent/Child Problems	<input type="checkbox"/> Other, specify:
<input type="checkbox"/> Family Problems	<input type="checkbox"/> Serious Mental Illness	

OPERATIONS LOCATION

The following pertains to the Operations location of the Contractor:

Location Name:	
Physical Address:	
City, State, Zip Code:	
Telephone No.	
Days/Hours of Operation (Office Only):	
Days/Hours of Operation (Transportation Services):	



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List all holidays the facility will **NOT** be open:

Spanish Speaking: Yes No

Other Non-English Language(s), Specify:

VEHICLES AVAILABLE

Please provide a list of vehicles your company will use for this contract, including the number of vehicles, vehicle make, model, year, and what services it provides.

Vehicle #	Plate #	Vehicle Description	Type of Service	Seating Capacity

*If you have more vehicles than the space provided above, print copies of this page and attach to your submission.

SUB-CONTRACTOR IDENTIFICATION (provide the following information for each proposed sub-contractor)

Contractor Name:		Administrative Address:
Phone Number:	Fax Number:	City, State, Zip Code:
Email:		Contact Person Phone Number:
Name and Title of Authorized Signatory:		Contact Person Cell Phone Number:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SUB-CONTRACTOR BUSINESS LICENSE

Main license issued to operate in the State of Arizona in accordance with applicable state and local laws (i.e., taxi, shuttle, wheelchair transports, wheelchair vans, handicapped accessible vehicles, etc.).

Licensing Authority:
License Number:
License to Operate in County(s):
Expiration Date:

SUB-CONTRACTOR SERVICES

Check the types of vehicles you will be providing services with (you can check more than one):

<input type="checkbox"/> Transportation Vehicle (ambulatory) <input type="checkbox"/> Provide up to 5 passenger services <input type="checkbox"/> Handicap Accessible <input type="checkbox"/> Provide car and/or booster seats	<input type="checkbox"/> Transportation Van (ambulatory) <input type="checkbox"/> Provide up to 15 passenger services <input type="checkbox"/> Handicap Accessible <input type="checkbox"/> Provide car and/or booster seats
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

INDICATE ANY SPECIALTY EXPERIENCE

<input type="checkbox"/> Visually Impaired, Blindness	<input type="checkbox"/> General Mental Health	<input type="checkbox"/> Speech Disorders
<input type="checkbox"/> Conduct Disorders	<input type="checkbox"/> Hearing Impairment	<input type="checkbox"/> Substance Abuse
<input type="checkbox"/> Developmental Disorders	<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Suicide
<input type="checkbox"/> Disruptive Behaviors	<input type="checkbox"/> Parent/Child Problems	<input type="checkbox"/> other, specify
<input type="checkbox"/> Family Problems	<input type="checkbox"/> Serious Mental Illness	<input type="checkbox"/>

SUB-CONTRACTOR OPERATIONS LOCATION

The following pertains to the location(s) where services will be delivered:

Location Name:	
Physical Address:	
City, State, Zip Code:	
Telephone No.	
Days/Hours of Operation (Office Only):	
Days/Hours of Operation (Transportation Services):	
List all holidays the facility will <u>NOT</u> be open:	Spanish Speaking: <input type="checkbox"/> Yes <input type="checkbox"/> No Other Non-English Language(s), Specify:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SUB-CONTRACTOR VEHICLES AVAILABLE

Please provide a list of vehicles the sub-contractor will use for this contract, including the number of vehicles, vehicle make, model, year, and what services it provides.

Vehicle #	Plate #	Vehicle Description	Type of Service	Seating Capacity

*If your sub-contractor has more vehicles than the space provided above, print copies of this page and attach to your submission



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT B
FEE SCHEDULE FOR TRANSPORTATION SERVICES**

Rates are all-inclusive of all costs related to the delivery of services including driving time, services, insurance, wait time, tip (as referenced below). These rates are regardless of the number of passengers transported within the trip route.

No substitutions, additions or, deletions will be accepted, in addition to or in lieu of, the below listed services.

Chargeable Services	Description	Pricing
Ambulatory Services – Per Mile Rate	Actual miles from pick up to drop off, regardless of number of passengers.	\$ _____ per mile
Ambulatory Services – Flag Drop	Paid upon initial pick up of referral and paid upon any additional pick-ups en route to final destination. Additional pick-ups are one flag drop at each location and not per person.	\$ _____ per pick-up location
Non-Ambulatory Services – Per Mile Rate	Actual miles from pick up to drop off, regardless of number of passengers.	\$ _____ per mile
Non-Ambulatory Services – Flag Drop	Paid upon initial pick up of referral and paid upon any additional pick-ups en route to final destination. Additional pick-ups are one flag drop at each location and not per person.	\$ _____ per pick-up location
No Show / Cancellation Rate	<ul style="list-style-type: none"> ▪ Paid when notice of cancellation is made less than 1 (one) hour prior to pick up time, or with on-scene cancellation, or with no-show clients as specified in Scope of Work, Section 3.16. Payment will only be made if the Contractor notified the City of the no-show immediately. ▪ If there were multiple people scheduled for the transport, cancellation fee will only be paid if all clients cancel/no-show. 	\$ _____ per trip
Wait Time	<ul style="list-style-type: none"> ▪ Rate per hour for Pre-approved wait time. ▪ Payment will only be made with the submittal of the signed approval of wait time from City staff with the monthly invoice. ▪ Hourly rate with hours paid by the nearest quarter hour (i.e. if the driver waits for thirty (30) minutes, then the invoice shall say 0.50 hours). 	\$ _____ per hour
Attendant Rate	<ul style="list-style-type: none"> ▪ Rate per hour for Pre-approved addition of Contractor staff member to be on board during the transport. Rate includes monitoring, assistance, and services for client. Payment will only be made with the submittal of signed approval of attendant requirement from City staff with the monthly invoice. ▪ Hourly rate with hours paid by the nearest quarter hour (i.e. if an attendant works for 1 (one) hour and seven (7) minutes, then the invoice shall reflect one (1) hour and fifteen (15) minutes). 	\$ _____ per hour



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT C
COSTS AND PAYMENTS**

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

- Contractor offers a prompt payment discount of either ____% 30 days or 0% 45 days to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT D
EMERGENCY 24-HOUR CONTACT**

The following emergency contacts will remain available for 24 hours per day.

EMERGENCY 24-HOUR CONTACT:

Name: _____

Phone Number: _____

Alternate Contact: _____

Alternate Contact Phone Number: _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT E
REFERENCES**

Provide three (3) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

REFERENCE 1			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 2			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 3			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT F
OFFER FORM**

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, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

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

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 _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**ATTACHMENT G
SOLICITATION TRANSPARENCY AND DISCLOSURE FORM**

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

1. Name of person submitting this disclosure form.
First: _____ M.I. _____ Last: _____ Suffix: _____
2. Contract information.
a) 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.
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s), and business name:
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Question 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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 38-504 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:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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



SECTION VII – EXHIBITS

CITY OF PHOENIX

EXHIBIT A **SAMPLE INVOICE**

PROVIDER NAME		ORIGINAL	
PROVIDER ID / FEIN#		AMENDED	
PROVIDER ADDRESS		SUPPLEMENT	
INVOICE NUMBER		RE-BILL	
CONTRACT NUMBER			
SERVICE MONTH			

	RATE	UNITS	TOTALS
Ambulatory Services – Per Mile Rate		0.00	\$0.00
Ambulatory Services – Flag Drop		0.00	\$0.00
Non-Ambulatory Services – Per Mile Rate		0.00	\$0.00
Non-Ambulatory Services – Flag Drop		0.00	\$0.00
No Show / Cancellation Rate		0.00	\$0.00
Wait Time		0.00	\$0.00
Attendant Rate		0.00	\$0.00
		TOTAL INVOICE	\$0.00

This invoice is a true and accurate account of the services provided for the time period specified; this invoice constitutes the full and complete charge for the services described herein; no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and this statement is subject to federal and state audit review.

Provider Signature: _____ Date: _____

Provider E-mail: _____

Provider Phone _____



SECTION VII- EXHIBITS

CITY OF PHOENIX

**EXHIBIT C
UNUSUAL INCIDENT OR DISRUPTION OF
SERVICES REPORT**

An Unusual Incident Report (UIR) **should be completed if an incident occurs** that involves a Human Services Department (HSD) or Law Department client, volunteer, vendor or provider's property or vehicle. An unusual incident is any unforeseen, unexpected, or unplanned event that involves (but is not limited to) death, injury, violence (including physical, written, or verbal threats of violence), illness, or transport to a hospital from a single incident, an injury to staff or client, the flight or disappearance of a client, property damage to a City asset or personal property, theft, vandalism, property damage that will impact clients, relatives, City employees or administration, or the general public, and any other incident that may be considered newsworthy by the media or incur liability to the City of Phoenix. A disruption of service is any event that interrupts or impedes the progress of providing transportation services. This includes, but is not limited to, breakdowns, accidents, unusual traffic congestion, client fight, inappropriate behavior, etc. If there is an immediate threat to anyone's safety or a crime is in progress—DIAL 911. If the threat or criminal activity is NOT immediate, contact the local police via non-emergency phone and file a report. Complete this form, including supporting documentation and email to [Natalie Gruner natalie.gruner@phoenix.gov](mailto:NatalieGruner@phoenix.gov) for any Law Department client, volunteer, vendor or provider incidences or [Kevin Mattingly kevin.mattingly@phoenix.gov](mailto:Kevin.Mattingly@phoenix.gov) for any Human Services Department client, volunteer, vendor or provider incidences.

Within 24 hours for incidents involving: injury to a client in the care, custody and control of HSD; or injury to the general public that occurs in the performance of the scope of services of this Contract.

NOTE: An Unusual Incident Report is a confidential, internal document and cannot be released to anyone outside the City without the specific approval of the City.

NAME(s) OF PERSON(S) INVOLVED	NAME(s) OF PERSON(S) INVOLVED
NAME(s) OF PERSON(S) INVOLVED <input type="checkbox"/> <input type="checkbox"/>	NAME(s) OF PERSON(S) INVOLVED

DATE OF INCIDENT	TIME OF INCIDENT	LOCATION OF INCIDENT (No., Street, City, State, Zip)	
DRIVER NAME AND ID NUMBER		TAXI COMPANY NAME AND ADDRESS	
TAXI COMPANY TELEPHONE	TAXI COMPANY FAX	TAXI COMPANY EMAIL	
WAS LAW ENFORCEMENT NOTIFIED Yes No (If Yes, by whom?)		NAME OF LAW ENFORCEMENT AGENCY	POLICE REPORT NO.

BRIEFLY DESCRIBE THE INCIDENT IN CHRONOLOGICAL DATE/TIME ORDER, INCLUDING PAST INCIDENTS THAT MAY HAVE LEAD TO THE CURRENT INCIDENT BEING DESCRIBED. Include separate sheet if necessary, type or print clearly and include description of property damage, if applicable.)

Signature of Individual Making the Report _____ Date: _____