



CITY OF PHOENIX

**AVIATION DEPARTMENT
CONTRACTS & SERVICES DIVISION**

**REQUEST FOR PROPOSAL
AVN RFP 18-020**

**Window Cleaning and High Dusting Services
Requirements Contract**

**Ivy Silva
Procurement Officer
2485 East Buckeye Road
Phoenix, AZ 85034
Phone: (602) 273-3400
ivy.silva@phoenix.gov**



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SECTION I - INSTRUCTIONS

Please read before continuing to the offer document.

SOLICITATION RESPONSE CHECK LIST

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

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



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The City of Phoenix invites sealed offers for **exterior and interior window cleaning and high dusting services** on an as-needed basis, for the Aviation Department (Aviation) and the Phoenix Convention Center (PCC). The contract shall commence on or about **June 1, 2018** for an initial contract term of three years with 2 one-year options.

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

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
 - termination pursuant to the provisions of this Agreement.
1. **CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:** Offerors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's eProcurement system.
 2. **SCHEDULE OF EVENTS:**

ACTIVITY (All times are "local Phoenix time")	DATE
RFP Issue Date	December 15, 2017
Pre-Offer Conference at 9:30 a.m.	December 21, 2017
Question Deadline: Submit Written questions by 11:00 a.m.	January 5, 2018
Answer Deadline: Answers to Written Inquiries	January 12, 2018
Solicitation Deadline: Offer Due by 11:00 a.m.	January 23, 2018
Evaluation of Offers	February 2018
City Council Approval	April 2018



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

Pre-Offer Conference Location: City of Phoenix Aviation Department Offices
PAAB Conference Room, First Floor
2485 East Buckeye Road
Phoenix, Arizona 85034

Offer Submittal Location: City of Phoenix Aviation Department Offices
Contracts and Services Division
2485 East Buckeye Road
Phoenix, Arizona 85034

3. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Aviation Department, Contracts & Services Division, 2485 East Buckeye Road, Phoenix AZ, 85034. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

4. **MINIMUM QUALIFICATIONS:**

4.1. **QUALIFICATIONS AND EXPERIENCE - OFFEROR/COMPANY:**

- a. Offerors must have been in operation a minimum of five (5) continuous years of experience immediately preceding submission of its offer, during which period the Offeror's principal business activity must have consisted of the complete Scope of Work listed in this solicitation. Offeror must provide in the Submittal section, "Years in Business" and "Customer Reference List" to demonstrate it meets the minimum qualifications of this RFP or its offer will be rejected as non-responsive.
- b. In addition to the above, the Offeror must possess a minimum of three (3) prior and continuous years within the last five (5) years, and satisfactory References in providing commercial window/glass cleaning management services in at least one (1) facility utilizing a 50' lift or larger to provide interior cleaning.



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- c. The Offeror must either have been in the third year of current contract or have completed two successful contracts providing exterior and interior window cleaning services at 24 hours a day / 7 days per week (24/7) facility(ies) under strict time constraints to accomplish required exterior and interior window/glass cleaning and high dusting services.

4.2. QUALIFICATIONS AND EXPERIENCE - ONSITE MANAGER: Offeror must assign an onsite manager for Aviation and PCC respectively. The onsite manager will serve as the primary contact under this contract.

- a. Offeror's assigned onsite manager must have a minimum of three (3) continuous years of experience within the last five (5) years leading a workgroup in a 24/7 facility under strict time constraints to accomplish required exterior and interior window/glass cleaning, and high dusting services.
- b. Offeror's assigned onsite manager must have a minimum of three (3) continuous years of experience within the last five (5) years in supervising the use of or have utilized 50' or larger lift and/or scaffolding in completing the required window/glass cleaning and high dusting services.
- c. A resume (not to exceed three (3) pages) of the assigned onsite manager must be submitted with the offer submittal. A minimum of three references must be included in the resume for verification of the minimum qualifications. If the proposed onsite manager does not meet the minimum qualifications, the offer will be disqualified as non-responsive.
- d. Offeror's assigned onsite manager may not be changed during the course of the solicitation process, including the time up to contract award. After contract award, the assigned onsite manager may only be changed with the DR's approval. A resume of the proposed replacement onsite manager must be submitted to the DR for prior approval.

5. PREPARATION OF OFFER:

- 5.1** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 5.2** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in



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original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

- 5.3** All time periods stated as a number of days will be calendar days.
- 5.4** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- 5.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 5.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 5.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 5.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 5.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 5.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be



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considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

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

6. **EXCEPTIONS:** Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

6.1. If an Offeror has exceptions based on the scope, then Offeror must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Offeror must identify the reason for the requested change, provide alternate language and provide an explanation.

6.2. It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any "Exception" in response to any material conditions or requirement of the solicitation, as an attempt by the Offeror to vary the terms of the solicitation which, in fact, may result in giving the Offeror an unfair advantage. For this reason, the City will, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Offeror.

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

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented **in writing**. The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.



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8. **ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
9. **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.
10. **LICENSES:** If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
11. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - The submission of the offer did not involve collusion or other anti-competitive practices.
 - The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
12. **SUBMISSION OF OFFER:** Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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

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



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13. **WITHDRAWAL OF OFFER:** At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.
14. **OFFER RESULTS:** Offers will be opened on the offer due date, time and location indicated in the Schedule of Events at which time the name of each Offeror will be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

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

15. **PRE-AWARD QUALIFICATIONS:**
 - 15.1. Offeror and its onsite manager must meet all minimum qualifications outlined in this RFP. (This information must be provided in the Submittal section, Years in Business and Customer Reference List of this solicitation, and the references for the Onsite Manager will be included in the resume.)
 - 15.2. Upon notification of an award the Offeror will have 30 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
16. **AWARD OF CONTRACT:** Unless otherwise indicated, award(s) will be made to the highest scored responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.



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Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

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

17. SOLICITATION TRANSPARENCY POLICY:

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

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

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



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- 17.4.** With respect to the selection of the successful Offeror, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and offers, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the offer review panel or selecting authority must be provided in writing to all prospective Offerors.
- 17.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 17.6.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.



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18. PROTEST PROCESS

- 18.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 18.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 18.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 18.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 18.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- Identification of the solicitation number;
 - The name, address and telephone number of the protester;
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
- 18.6.** The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 and any protests or appeals not



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submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

- 19. PUBLIC RECORD:** All offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.
- 20. LATE OFFERS:** Late offers must be rejected, except for good cause. If a late offer is submitted, the Department will document the date and time of the submittal of the late offer, keep the offer and notify the Offeror that its offer was disqualified for being a late offer.
- 21. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.



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- 22. SITE INSPECTION:** A one-time walk-through site inspection tour will be conducted if indicated in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices. If a site inspection is not scheduled, Offerors should familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror is aware of all conditions affecting performance and submittal prices. Please contact the Procurement Officer listed on the front page to request a site inspection.
- 23. STATEMENT OF BONDING ABILITY:** Offerors must submit a letter from a surety bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety bonds required in this solicitation. Submittals received without the required statement of ability to secure a performance and/or payment surety bond may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.
- 24. PERFORMANCE BOND:** A performance surety bond in the amount of \$30,000 shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety bond is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.
- 25. CONTRACT AWARD:** The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple awards.
- 26. EVALUATION OF COMPETITIVE SEALED OFFERS:** The City will use its discretion in applying the following processes to this solicitation. Any ties in



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

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

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

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

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

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

27.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting



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from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 27.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:** During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.
- 29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:** The City may notify Offerors of offers that the City determined are not in the Competitive Range.
- 30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**
- 30.1.** The City will notify each Offeror whose offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 30.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 30.3.** If an offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But



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the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the offer is nonresponsive, and the City may revoke its determination that the offer is in the Competitive Range.

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

31. BEST AND FINAL OFFERS (BAFO):

- 31.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its offer and make one BAFO.
- 31.2.** If an Offeror's BAFO modifies its initial offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 31.3.** The Evaluation Panel will recommend the offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 31.4.** The City reserves the right to make an award to an Offeror whose offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



SECTION II – STANDARD TERMS AND CONDITIONS

SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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 Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.

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

"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 Offeror, and responsible for monitoring and overseeing the Offeror'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 Offeror.

"Days" Means calendar days unless otherwise specified.

"Deputy Finance Director" or "Department Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



SECTION II – STANDARD TERMS AND CONDITIONS

“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 Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. § 23-211).
“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, offer, 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 Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor” or “Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

- 2.1. APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Special terms and conditions



SECTION II – STANDARD TERMS AND CONDITIONS

2. Standard terms and conditions
3. Amendments
4. Statement or scope of work
5. Specifications
6. Attachments
7. Submittals
8. Exhibits
9. Instructions to Offerors
10. Other documents referenced or included in the Invitation for Offer

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

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

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

2.6. PAROL EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to



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supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for three years after completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2. CONFIDENTIALITY AND DATA SECURITY:

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this 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 Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.



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3.2.4. Contractor agrees that the requirements of this section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this 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.

3.3.1. 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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- 3.4.1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement 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 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 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 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.
- 3.4.2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement 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 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 will 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 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



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applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

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

3.5. 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 Department 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



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released by the Contractor or any other person except with prior written permission by the City.

- 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-



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

3.12. NO ISRAEL BOYCOTT: By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

3.13. CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, 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.

3.14. 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.

3.15. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS:

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



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- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 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.

5. CONTRACT CHANGES:

- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in



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writing and contract changes will be by written amendment signed by both parties.

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

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

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 Department Director or delegate 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



SECTION II – STANDARD TERMS AND CONDITIONS

reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

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

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



SECTION II – STANDARD TERMS AND CONDITIONS

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

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

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1. RIGHT OF ASSURANCE:** 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



SECTION II – STANDARD TERMS AND CONDITIONS

seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees 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



SECTION II – STANDARD TERMS AND CONDITIONS

as may be necessary in order to verify the reasonableness of any claims.

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

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or fails to give the City a positive indication that Contractor will or can 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 will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. 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



SECTION II – STANDARD TERMS AND CONDITIONS

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

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. ATTORNEY FEES: In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, "prevailing party" means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.

13. HEADINGS: Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.

14. NATIONAL EMERGENCY: This Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.

15. NO IMPAIRMENT OF TITLE: The Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud,



SECTION II – STANDARD TERMS AND CONDITIONS

charge, or encumbrance to be filed, recorded, or imposed on the Airports or any portion thereof.

16.NO PERSONAL LIABILITY: The City's officers, officials, agents, and employees are not personally liable to the Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to the Contractor, and are not obligated to perform under any provision of this Contract.

17.SUCCESSORS AND ASSIGNS: This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.

18.TERMINATION FOR NON-APPROPRIATION OF FUNDS: This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.



SECTION III – SPECIAL TERMS AND CONDITIONS

SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB)DELIVERED:** Price quoted shall be all-inclusive price, FOB destination for each service location, to the following location(s):

Aviation Department:

- a. Terminal 2 – 3200 E. Sky Harbor Blvd, Phoenix AZ 85034
- b. Terminal 3 – 3400 E. Sky Harbor Blvd, Phoenix AZ 85034
- c. Terminal 4 – 3800 E. Sky Harbor Blvd, Phoenix AZ 85034
- d. 44th Street Sky Train Station – 44th St and Washington
- e. Rental Car Center – 1805 E Sky Harbor Circle South, Phoenix AZ 85034
- f. Bus Maintenance Facility – 2425 E Buckeye Rd, Phoenix AZ 85034
- g. Facility and Services Complex – 2515 E Buckeye Rd, Phoenix AZ 85034
- h. Operations Center – 3300 E Sky Harbor Blvd, Phoenix AZ 85034
- i. Executive Terminal – 2908 E Sky Harbor Blvd, Phoenix AZ 85034
- j. 500 S 24th Street Building
- k. Fire Station 19 – 3547 E Sky Harbor Blvd, Phoenix AZ 85034
- l. Corporate Office Building – 2485 E Buckeye Rd, Phoenix AZ 85034
- m. Command Center – 1500 S Copperhead Dr, Phoenix 85034.

Phoenix Convention Center (PCC):

- a. PCC West Building – 100 N. 3rd Street Phoenix, AZ
- b. PCC North Building – 100 N. 3rd Street, Phoenix AZ
- c. PCC South Building – 33 S. 3rd Street, Phoenix, AZ
- d. Herberger Theater Center – 203 W. Adam Street, Phoenix AZ
- e. Orpheum Theatre – 222 E. Monroe Street, Phoenix AZ
- f. Phoenix Symphony Hall – 225 E. Adam Street Phoenix, AZ

2. **PRICE:** All prices submitted will be firm and fixed for the initial 3-year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of requested adjustment. Requests will be accompanied with written documentation confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City's written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.



SECTION III – SPECIAL TERMS AND CONDITIONS

3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
4. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number,
 - Items listed individually by the written description and part number.
 - Unit price, extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Invoice number and date.
 - Requesting department name and "ship-to" address.
 - Payment terms.
 - FOB terms.
 - Remit to address
5. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.
6. **COOPERATIVE AGREEMENT:** The City reserves the right to use this Contract Citywide. Other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this Contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Contract.

7. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor's legal identity has



SECTION III – SPECIAL TERMS AND CONDITIONS

changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

8. **PROCUREMENT REPORTS:** Contractor will submit quarterly reports in an electronic format acceptable to the City during the term of this Contract and any extensions commencing one month after start period. These reports are due by the 10th day of the month following each quarter. Total purchases for each department must be shown on a separate line. Numbers should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
9. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under this Contract will be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and will perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
10. **POST AWARD CONFERENCE:** A post award conference will be held by the Departments prior to commencement of any work. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
11. **SUSPENSIONS OF WORK:** The Departments reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
12. **PERFORMANCE INTERFERENCE:** Contractor will notify the City's department contacts immediately of any occurrence and/or condition that interferes with the full performance of this Contract, and confirm it in writing within 24 hours.

Department Contact:

a. **Aviation Department:**

Carmen Hauer – Aviation Supervisor III
(602) 683-2690

b. **Phoenix Convention Center:**

Mario Casillas – Event Services Manager
(602) 534-2852



SECTION III – SPECIAL TERMS AND CONDITIONS

13. **CLEANING:** The Contractor will keep the premises clean of all rubbish and debris generated by the work involved and will leave the premises neat and clean. All surplus material, rubbish, and debris will be disposed of by the Contractor at their expense. The work area will be cleaned at the end of each work day.

All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public will be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City's Department contact will be consulted.

14. **HOURS OF WORK:** All work under this Contract will be coordinated with the Department Representative (DR) or designee. Any changes to the established schedule must have prior written approval by the City's DR.

a. **Aviation Department:** All work under this Contract must be performed at night between the hours of 10:00 p.m. and 5:00 a.m.

b. **Phoenix Convention Center(PCC):** All work under this Contract for PCC is scheduled during non-event time. The DR will coordinate with the onsite manager on the service time.

15. **TYPES OF WORK SUPERVISION:** The Contractor will provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this Contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with City's management personnel.

16. **FINAL INSPECTION AND APPROVAL:** The Contractor will request the Department Representative to conduct a site inspection after the project is complete. City's Department contact will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the DR. Final project approval is contingent upon the City's DR's final inspection and written approval.



SECTION III – SPECIAL TERMS AND CONDITIONS

17. Phoenix Convention Center (PCC) Security Procedure:

17.1. Contractor is required to submit all necessary documentation for background screening a minimum of 5 days prior to the start of the services for PCC.

17.2. Standard Risk Level

A standard risk background screening will be performed when the contract worker's work assignment will:

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

17.3. The background screening for this standard risk level will include the background screening required for the minimum risk level and 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, for standard risk background screening, Contractor will furnish background checks to the security systems supervisor travis.wauneka@phoenix.gov for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement and receive approval a minimum of 5 days prior to the start of service. Contractor will keep an active log of approved contractors to be submitted to the PCC contract manager. Contractor to provide updates to any and all employee changes plus provide the information updated in real time to our PCC security team. The PCC security team must know which approved contractors are on campus at all times.

18. AVIATION SECURITY PROCEDURES CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

CONTRACT WORKER BACKGROUND SCREENING: Contractor agrees that all contract workers and subcontractors [collectively "Contract Worker(s)"] that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that



SECTION III – SPECIAL TERMS AND CONDITIONS

the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.

18.1. BACKGROUND SCREENING REQUIREMENTS AND CRITERIA: Contractor agrees that it will verify legal Arizona worker status as required by Arizona revised Statutes (A.R.S.) § 41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

18.2. ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES: In addition to the foregoing, the City reserves the right but not the obligation to:

18.2.1. have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22;

18.2.2. act on newly acquired information whether or not such information should have been previously discovered;

18.2.3. unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and

18.2.4. object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

18.3. CONTRACTOR CERTIFICATION: By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

18.4. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS: Contractor shall include the terms of



SECTION III – SPECIAL TERMS AND CONDITIONS

this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

18.5. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY: The Background Screening requirements of this Section are material to the City's entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in Section IV 6.3 of this Contract, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section IV - 6.3) arising out of this Background Screening section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

18.6. CONTINUING DUTY; AUDIT: Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

19. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS: A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND THE CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

19.1. BADGES: After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at: [PHX SKY HARBOR SECURITY BADGING](#).

19.2. KEY ACCESS PROCEDURES: If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.



SECTION III – SPECIAL TERMS AND CONDITIONS

- 19.3. STOLEN OR LOST BADGES OR KEYS:** Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key
- 19.4. RETURN OF BADGES OR KEYS:** All badges and keys are the property of the City and must be returned to the City at the Badging Office within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Contract.
- 19.5. CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH:** Contractor's default under this Section shall include, but is not limited to the following:
- 19.5.1. Contract Worker gains access to a City facility(s) without the proper badge or key;
 - 19.5.2. Contract Worker uses a badge or key of another to gain access to a City facility;
 - 19.5.3. Contract Worker commences services under this Contract without the proper badge, key or Background Screening;
 - 19.5.4. 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
 - 19.5.5. 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 Contract.
 - 19.5.6. Contractor acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. Contractor's failure to properly cure any default under this Section shall constitute a



SECTION III – SPECIAL TERMS AND CONDITIONS

breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City's actual damages in the event Contractor breaches this Section. The parties further agree that three (3) breaches of this Section by Contractor within a three-month period of time or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.

20. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate with Department Representatives.
21. **EQUIPMENT/SAFETY:** The Contractor will be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, public, surrounding areas, equipment and vehicles. The flow of vehicular traffic must not be impeded at any time during work. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of this Contract.
22. **TWENTY-FOUR HOUR SERVICE:**
Contractor must provide twenty-four (24) hour service at no additional cost. Contractor must provide a contact person, with phone number, who is available to the City during non-business hours in the event scheduled scope related services are planned. Any changes in Contractor's contacts must be promptly submitted to the City.
23. **PROFESSIONAL COMPETENCY:**
 - A. **Qualifications**
Contractor represents that it is familiar with the nature and extent of this Contract, the services, and any conditions that may affect its performance



SECTION III – SPECIAL TERMS AND CONDITIONS

under this Contract. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable requirements, and is equipped, organized, and financed to perform such Services.

B. Level of Care and Skill

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

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

24.1. Plan Components:

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

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

24.1.3. Civil Sanctions for temporary traffic control violations:

Civil Sanction	Violation Description
\$1500	Presents imminent risk of injury or death to the public within right-of-way (ROW)
\$1000	Restricting right-of-way(ROW) without proper certification or Temporary Use Permit
\$1000	Restricting traffic during peak traffic hours without authorization
\$1000	Failing to correct violation
\$1000	Unnecessarily restricting traffic at signalized intersections without active work occurring



SECTION III – SPECIAL TERMS AND CONDITIONS

\$500	Closing sidewalk improperly OR without proper Temporary Use Permit
\$500	Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit
\$500	Missing/improper use of advance warning signs
\$500	Missing/improper use of barricades
\$250	Leaving advanced warning signs facing traffic AFTER restriction has been removed
\$250	Leaving advanced warning signs facing traffic AFTER restriction has been removed
\$250	Use of “Unacceptable” traffic control material
\$250	Rendering a bus stop inaccessible

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

25. HAZARDOUS MATERIALS REQUIREMENTS – MSDS: Contractor shall provide a copy of the current Material Safety Data Sheet (MSDS) for the product(s) offered or used. The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. The Contractor shall provide required safety and health training for City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the solicitation price for the product. The Contractor shall also accept returned product that was purchased as a result of this Contract which the City no longer needs. Returned product will be in its original container(s), unopened, and returned at least 45 days prior to any shelf-life expiration date noted on the product container(s). All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers. City reserves the right to purchase the product that in the City's opinion is the least hazardous material suitable for use in the City's operations, price notwithstanding.

26. AIR POLLUTION EMERGENCY PROCLAMATION: The City requires Contractor to specify in their submittal, to the extent practicable, the amount of reactive organic compounds in their products. Contractor should also advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the opening date.



SECTION III – SPECIAL TERMS AND CONDITIONS

- 27. ENVIRONMENTAL PREFERRED PRODUCTS:** The City of Phoenix has adopted an Environmentally Preferable Purchasing Policy <http://phoenix.gov/greenphoenix/sustainability/epp/index.html> in an effort to protect human health and the environment and reduce operating expenses and potential liability associated with the use of hazardous materials.

The chemical products selected for use in this Contract will avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- 27.1.** EPA Design for the Environment (DfE),
- 27.2.** Green Seal GS-11 (paints & coatings),
- 27.3.** GS-34 (cleaning/degreasing agents),
- 27.4.** GS-36 (commercial adhesives),
- 27.5.** GS-37 (institutional cleaners),
- 27.6.** or GS-40 (institutional floor care)

OR, meet each of the following criteria:

- 27.7.** (pH) greater than 2 and less than 12.5.
 - 27.8.** Flashpoint greater than 150 degrees F.
 - 27.9.** Rating of 2 or less in each hazard category in the National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS).
 - 27.10.** Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
 - 27.11.** Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozone-depleting substances.
 - 27.12.** Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.
- 28.** The City maintains the right to request that Contractors supply certification of compliance with the above. MSDS's shall be provided to the City upon request. MSDS's will be provided with the solicitation when specified in the scope of work or submittal instructions.
- 29. ENVIRONMENTAL QUALITY (DRINKING WATER AND TREATMENT CHEMICALS):** All materials, equipment, supplies, or products that come into contact with drinking water



SECTION III – SPECIAL TERMS AND CONDITIONS

or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Contractor must provide to the City proof of this certification, if requested.

- 30. DUST CONTROL:** Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the twenty percent (20%) visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The contractor shall suppress emission of dust to comply with the twenty percent (20%) visible emission opacity limit.

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

Acceptable alternatives to leaf blowers include: brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street

31. OSHA LAWS AND REGULATIONS:

- 31.1. Emergency Spill Response Plan:** Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

31.1.1. Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.

31.1.2. Notification procedures.

31.1.3. Response coordination procedures between Contractor and the City.

31.1.4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.

31.1.5. Provide a description of the training provided to the Contractor employees.

- 31.2. Hazardous Materials Storage and Labeling Specifications:** Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and



SECTION III – SPECIAL TERMS AND CONDITIONS

safely store all hazardous materials, which shall include as a minimum, the following:

- 31.2.1. Have a designated storage site for hazardous material, which includes secondary containment.
- 31.2.2. Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- 31.2.3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

- 31.3.** Contractor will comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:

OSHA Guideline Compliance

- 31.3.1. *Material Safety Data Sheets* – Contractor shall furnish to the City's Aviation Department copies of Material Safety Data Sheets (MSDS), of all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the Downtown Facilities Division prior to the product being used in any facility.

The Materials Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- 31.3.2. *Labeling of Hazardous Materials* – Contractor will comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- 31.3.3. *Caution Signs* – Contractor will use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- 31.3.4. *OSHA Guidelines Blood Borne Pathogens* – Contractor will comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor will be responsible for compliance on date of Contract acceptance and shall provide proof to City's Aviation Department.



SECTION III – SPECIAL TERMS AND CONDITIONS

- 31.4.** Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, will be provided to the City's Aviation Department, upon commencement of this Contract, and reviewed by the Aviation Department Safety Analyst for verification.
- 31.5.** Failure of the Contractor or their employees to comply with all applicable laws and rules may be a material breach of this Contract subject to termination.
- 31.6.** MSDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) MSDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the MSDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's MSDS for review and approval.
- 31.7.** Non Hazardous Materials Labeling Specifications: The Contractor will clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.
- 31.8.** Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.
- 31.9.** Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor will also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.
- 31.10.** Contractor Training Requirements: The Contractor will provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communications.
- 31.11.** The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
AVIATION DEPARTMENT**
Contracts & Services Division
2485 E. Buckeye Road
Phoenix, Arizona 85034
(602) 273-3400

SECTION IV – INSURANCE AND INDEMNIFICATION

1. Standard General Indemnification

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. Environmental Services or Operations

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 demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the fault of Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or



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formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) “Fault” means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

3. 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.

- A. **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.

1. Commercial General Liability – Occurrence Form

Policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract.

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

- a. 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.”



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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) \$5,000,000

- a. 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."

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

- a. Policy must contain a waiver of subrogation against the City of Phoenix.
- b. 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.

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

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

C. **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:



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City of Phoenix, Aviation Department
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- D. **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.
- E. **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 the Aviation Department as provided below. All 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.**

The **initial certificates** required by this Contract shall be sent directly to:

City of Phoenix, Aviation Department
Contracts and Services Division
2485 E. Buckeye Road
Phoenix, AZ 85034-4301

- F. **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.



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- G. **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.



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SECTION V – SCOPE OF WORK

1. **INTRODUCTION:** The City of Phoenix Aviation Department (“City” or “Aviation Department”) and Phoenix Convention Center (“Convention Center” or “PCC”) are seeking a qualified contractor to provide interior and exterior window/glass cleaning and high dusting services for terminals at Phoenix Sky Harbor International Airport, Aviation maintained facilities, Phoenix Convention Center, and PCC maintained theatrical venues.

The successful proposer will provide all professional services, an adequate number of skilled labor, materials, tools, equipment and sufficient supervision necessary to accomplish the required cleaning up to 85 feet at all times. All work must be performed in a safe, thorough and professional manner in accordance with the specifications and requirements of this Contract, and comply with best industry methods and practices.

The contract shall be on an “as needed” basis, commencing on or about June 1, 2018 for a three (3)-year period with two (2) one-year options to extend the term.

2. **DEPARTMENT REPRESENTATIVE (DR):** The Department Representative (DR) or designee will coordinate all work and will be the sole judge concerning acceptability and quality of work. The DR or designee will be consulted on any concerns and issues arising during the performance.
 - a. **Aviation Department:**
Carmen Hauer – Aviation Supervisor III
(602) 683-2690
 - b. **Phoenix Convention Center:**
Mario Casillas – Event Services Manager
(602) 534-2852:
3. **APPLICABLE LAWS AND STANDARDS:** The Contractor must comply with all City, State and Federal laws, building codes, accepted industry standards, and best workmanship practices in all tasks performed. In addition, the Contractor will need to comply with Aviation Department requirements as they pertain to insurance and security.



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4. DEFINITIONS:

- 4.1. **Airport** – Includes Phoenix Sky Harbor International Airport and surrounding airport properties, Deer Valley Airport and Goodyear Airport.
- 4.2. **Emergency** – is defined by the DR.
- 4.3. **Initial Notification** – shall refer to the DR contacting the Contractor or the Contractor's answering service, voice mail or email.
- 4.4. **Job Site** – means Airport and/or PCC maintained facilities and properties
- 4.5. **Ramp Level** – a defined area on an airport accommodating aircraft for the purpose of loading and unloading passengers or air cargo also known as the ramp or tarmac.
- 4.6. **Jet Blast Windows** – contain rows of approximately 30 panes of glass that are set up along the ramp near the service road to protect vehicles, equipment and individuals from the jet blast from aircraft engines. There are four jet blast windows.

5. EQUIPMENT AND VEHICLES: The Contractor is responsible for providing all support equipment and vehicles required to effectively and efficiently operate, manage and support the services necessary to fulfill the requirements of this contract.

- 5.1. **EQUIPMENT:** All equipment such as lifts, tools, and barricades used in the performance of this Contract will be furnished by the Contractor with no additional charges to the City. Contractor must use equipment, which is adaptable to both inside and outside use. Such equipment must not harm or pit either the outside or the inside finishes or floor surfaces. Proper tire covers or Visqueen must be used for indoor lifts, such equipment must wipe out and clean off all residue (of any type and in any place) which results from window washing or machine use. Contractor must not alter or damage the property in any way.
- 5.2. All costs associated with equipment necessary to perform work shall be included in the quoted prices and will not be allowed as an additional charge.
- 5.3. **VEHICLES:** Company name and/or logo must be displayed on the vehicles driven on airside of the Airport. Such company name and/or logo



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must be approved by the Aviation Department.

6. CLEANING FREQUENCY AND LOCATIONS:

a. **Aviation Department:** It is estimated that **four (4)** window/glass cleanings per year.

- Terminal 2
- Terminal 3 (Including Sky Train Station)
- Terminal 4 (Including Sky Train Station)
- 44th Street Sky Train Station
- Rental Car Center
- Bus Maintenance Facility
- Facility and Services Complex
- Operations Center
- Executive Terminal
- 500 S. 24th Street Building
- Fire Station 19
- Aviation Department Office Building
- Command Center

b. **Phoenix Convention Center:** It is estimated that **two (2)** window/glass cleanings per year.

- Phoenix Convention Center - West Building
- Phoenix Convention Center - North Building
- Phoenix Convention Center - South Building
- Symphony Hall
- Herberger Theater
- Orpheum Theater

c. The detailed windows to be cleaned at each location above are listed in **Exhibit A.**

7. ONSITE MANAGER

7.1. Contractor must maintain the proposed onsite manager assigned to this Contract throughout the term of the Contract.

7.2. The onsite manager who is assigned to this Contract will work cooperatively with the City and DRs to ensure that quality work and services are performed. The onsite manager will meet with the DR as often as required for the purpose of reviewing progress and providing necessary guidance.



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- 7.3. The onsite manager will have general supervision of contractor's workforce and be fully responsible for management, operation, and work performed for the window/glass cleaning services.
- 7.4. Contractor will not change or replace the assigned onsite manager without prior written consent of the DRs.
- 7.5. Prior to diverting any of the specified individuals or onsite manager to other programs, the Contractor shall notify the DRs **30 days** in advance and must submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact under the Contract. No diversion of onsite manager will be made by the Contractor without the written consent of the DRs.

8. GENERAL REQUIREMENTS:

The Contractor shall:

- 8.1. Provide all labor, supervision, material(s), permit, equipment, tools, transportation and methods of communication and, if required, additional miscellaneous services necessary to meet requirements of specified services throughout the terms of the Contract.
- 8.2. Be responsible to call the DR or designee upon arrival at the job site and before leaving the job site to keep the DR or designee of the current work location and progress.
- 8.3. Be responsible to provide all equipment including but not limited to lifts, scaffolding, platforms and safety equipment for access to the necessary exterior glass and walls. This will also include any incidental traffic flagging for trucks or equipment and any warning or safety barriers at the streets or sidewalks if necessary.
- 8.4. Comply with best industry practices regarding safety of workers and the public, and follow all governing laws and regulations.

9. SERVICE REQUIREMENTS:

- 9.1. The Contractor shall be responsible for cleaning all windows in a manner that leaves no streaking or residue. All exterior and interior framing adjacent to the windows being washed will be sponged clean after the windows are washed, removing all debris including but not limited to spiders, spider webs, bird droppings and dust.



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- 9.2. Work Hours:** All work will be coordinated with the Department Representative or designee. Any changes to the established schedule must have prior written approval by the City's DR.

Aviation Department: All work under this Contract must be performed at night between the hours of 10:00 p.m. and 5:00 a.m.

Phoenix Convention Center(PCC): All work under this Contract for PCC is scheduled during non-event time. The DR will coordinate with the onsite manager as to the service time.

- 9.3. TRAVEL TIME:** Travel time to and from job site will not be reimbursable. All mileage and travel costs including per diem will be included in the hourly rate and quoted prices.
- 9.4.** Reimbursable labor hour(s) for additional work will begin when the workforce arrives at the designated sign-in location and terminate when the workforce signs out at the designated location.
- 9.5.** Perform and complete all work in a timely manner. Ensure all work will be performed by skilled workforce and in accordance with all pertinent Occupational Safety and Health Administration (OSHA) regulations while performing services.
- 9.6. SERVICE COMPLETION:** All services will be completed as scheduled and within the designated hours after receipt of the Purchase Order (PO) number. The Contractor will be responsible to obtain DR's approval if the work will not be completed within the scheduled time frame.
- 9.7.** The Contractor must provide "Work Acceptance Report" immediately on the following day after the scheduled work is completed. This Report will include the scheduled work and actual work completed. The DR or designee may conduct a joint walk through inspection with Contractor's onsite manager prior to acceptance of the work performed.
- 9.8.** The assigned onsite manager may be required to attend meetings as required by the DR during regular business hours.
- 9.9.** The Contractor will identify a 24-hour phone number for the primary and secondary contact personnel that will ensure a timely response to meet the emergency needs of the City. This shall be a qualified company representative able to respond within the required time.



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9.10. RESPONSE TIME:

9.10.1. UNSATISFACTORY PERFORMANCE: Cleaning services that are not performed to an acceptable standard, as determined by the DR, must be redone, at no additional charge to the City. Upon initial notification by DR, Contractor must respond via telephone or email within one (1) hour. Contractor will coordinate with DR to schedule and correct the unsatisfactory performance.

9.11. Comply with City Right-of-Way Management Program as outlined on the City of Phoenix website: <https://www.phoenix.gov/streets/traffic-management/right-of-way-mgmt-program-information>. Additionally, the Contractor must also adhere to all rules as they pertain to the **State of Arizona Traffic Barricade Manual** when shutting down traffic lanes for scheduled work. Obtain proper training on traffic control plan layout.

9.12. Contractor will be responsible for any damage to City property including buildings, windows, doors or roof caused by the Contractor during the performance of this Contract.

9.13. Property Damage:

Aviation Department: The Contractor must immediately notify the DR and Airport Communication Center, (602) 273-3311 for any incident occurring on the Airport or on Aviation property resulting in personal injury, damage to a vehicle or damage to City property. Contractor is required to file a police report for any damage(s).

Phoenix Convention Center (PCC): The Contractor must immediately notify the DR and Security Operations Center, (602) 262-7271 for any incident occurring on the PCC properties resulting in personal injury, damage to a vehicle or damage to City property.

9.14. The Contractor must submit to DR a written report of any damages to the building, furniture, fixtures, or equipment, caused by its employees, within 24 hours of the incident. A written report will include the Police Report number and pictures of the damage. The Contractor will be held liable for the cost of repair or replacement of any damage caused by its employees.

9.15. There is no storage on job site for lifts, vehicles and other equipment used by the Contractor. Parking space can be provided for lifts and vehicles for the day services are performed. Contractor must coordinate with the DR in advance for the necessary parking space(s).



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- 10. MINIMUM PERFORMANCE STANDARDS:** The Contractor must meet the following performance standards in performing window/glass cleaning services under this Contract:
- 10.1. Anodized Panel Inserts** – Anodized panel inserts that are placed in a frame in a surrounding window area will also be cleaned with each scheduled cleaning.
 - 10.2. Black Out Glass** – Black out glass and glass on the reverse side of advertising of any specified cleaning location will be cleaned with each scheduled cleaning.
 - 10.3. Dusting** – Surfaces shall be free of dust and will include removal of all cobwebs.
 - 10.4. Frames and Sills** – Frames and sills will be cleaned of all dirt and dust.
 - 10.5. Hard Water Spots** – Hard water spots will be completely removed from all windows and stainless steel surfaces.
 - 10.6. Interior Floors** – Contractor must not allow water to come in contact with carpeted flooring surfaces. Contractor will immediately remove any water that comes in contact with other interior flooring surfaces.
 - 10.7. Jet Blast Windows** – Remove film, dirt, and residuals from jet blast windows. Both sides of window will be cleaned at time of service. There are four sets of jet blast windows which contain rows of approximately 30 panes of glass that are set up along the ramp near the service road.
 - 10.8. Mullion** – Mullion will be included in the window cleaning.
 - 10.9. Surrounding Items** – Surrounding items including, but not limited to, artwork and furniture shall be covered prior to cleaning, to prevent any damage that could be caused by the window washing. Windows of the art exhibits, retail stores and baggage storage are not included in this Contract.
 - 10.10. Surrounding Surfaces** – Surfaces surrounding windows/glass will not be left with any runs, streaks, or water splashes caused by the window washing or stainless steel cleaning process.



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10.11. Window/Glass Surfaces – After washing the entire window surface, frame, sill, and stainless steel, will be clean, dry, and free from all streaks, spots, film, dirt, and residue.

10.12. Work Area – The Contractor will secure work area with sufficient number of stanchions or barricades to adequately protect the public and/or passersby. The process used by the Contractor will leave the area clean and free of debris.

- 11. ADDITIONAL SERVICES:** Additional work may be requested, as needed, by Department Representative and will be billable at an hourly rate. Contractor will provide an estimate for the work, which must be approved by the Department Representatives prior to work beginning. Additional locations may also be added to the scope of work.

Examples of additional services include but are not limited to:

One-time or non-routine window/glass cleaning services for areas not listed within this Contract; dust removal in areas along ledges and support beams; light fixture cleaning; sign cleaning.

- 12. SUBCONTRACTING:** The Contractor will perform any and all work. No subcontracted work will be allowed under this Contract.

13. LIQUIDATED DAMAGES:

If the contractor fails to deliver the supplies or perform the services within the time or manner specified in this Contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, Liquidated Damages may be imposed by the DR on the Contractor and shall apply as follows for each violation committed by the Contractor and/or its personnel:

1	Recurring deficiencies of the same nature that exceed 3 in any 90 day period.	\$1,000 per violation
2	Failure to meet response time stated in this contract for unsatisfactory cleaning performance.	\$200 per violation
3	Failure to comply with Airport Security policies	\$250 per violation
4	Waste water from cleaning equipment not filtered/strained prior to dumping into Airport sanitary system.	\$100 per violation

At the sole discretion of the City of Phoenix, Liquidated Damages may be assessed for egregious acts or non-compliance that leads to a disruption of business activities for the City of Phoenix.



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The Contractor agrees that a violation of any of the above shall result in the City incurring damages that are impractical or impossible to determine. Contractor agrees that the above monetary assessments are a reasonable approximation of such damages.

The Contractor will be notified by the City, in writing, of a violation and the Contractor will have five (5) business days from the date the notice was sent DR. The City's notice shall include a brief narrative apprising the Contractor of the time, place, and nature of the violation and will set forth those facts in possession of the City substantiating the violation. The Contractor's email response will be considered timely if time/date stamped within this five (5) day period. Failure of the Contractor to respond within this time period will be deemed an admission that the violation occurred. The response will be evaluated by the Deputy Director and the violation upheld or reversed at his or her sole discretion.

All sums unpaid after a thirty (30) day period will be credited against monthly invoices once the decision upholding the violation has been made.

All sums payable by Contractor under this Section shall be due and payable within thirty (30) calendar days after the notice of violation was mailed or from the date the appeal was upheld. All sums unpaid after thirty (30) days shall be delinquent and subject to a delinquent account fee in an amount set by Phoenix City Code Section 4.7. If Contractor refuses to pay the sums due under this Section, including the delinquent account fee, the Contract may be suspended until payment is received or the Contract may be terminated for default.

14. NON-ASSIGNABILITY:

This Contract is in the nature of a personal services agreement and Contractor shall have no power to assign its rights and obligations under this Contract without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

15. AIRPORT SECURITY PLAN:

The City has implemented an Airport Security Plan ("Plan") in a form acceptable to the Transportation Security Administration pursuant to Title 49 Code of Federal Regulations. The City reserves the right to modify that Plan from time to time, as it deems necessary to accomplish its purposes. Contractor shall at all times comply with the Plan and defend, indemnify and hold harmless the City from any violations of such Plan caused, or alleged to have been caused, by the acts, errors or omissions of Contractor, its employees, agents, invitees or contractors.



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16. RIGHT TO AMEND:

In the event that the federal government, acting through the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), or any other agency requires modification of this Contract as a condition to the grant or funds for airport improvement, Contractor agrees to such modification and will execute any document reasonably required to provide evidence of such agreement.

17. RULES AND REGULATIONS:

The City, by and through its Aviation Director or his/her designee, reserves the right to promulgate such operating rules and regulations as deemed necessary to maintain safe, adequate and efficient facilities to the public. Contractor shall abide by Airport rules and regulations.

Contractor shall observe and comply with all laws, ordinances and regulations of the United States government, the State of Arizona and the City and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport now in effect or hereafter promulgated; and further, Contractor will display to the City any permits, license or other evidence of compliance with such laws upon request.

18. EVALUATION CRITERIA: In accordance with Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section V – Scope of Work.

Contractor Qualifications and Experience	0 – 300 POINTS
Staff Qualifications and Experience	0 – 250 POINTS
Method of Approach	0 – 250 POINTS
Cost	0 – 200 POINTS

TOTAL AVAILABLE POINTS: 0 – 1000 POINTS MAXIMUM

18.1. Contractor Qualifications and Experience (0-300 points)

- a. Offeror must submit an executive summary, not to exceed 5 pages to demonstrate that it possesses the required experience and expertise to meet the minimum qualification in this RFP. The Offeror must



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demonstrate experience in undertaking and successfully completing the type of work required by this solicitation.

- b. Additionally, the executive summary must also address the following items:
 - i. Provide the type of ownership or legal structure of the Contractor (sole proprietor, partnership, type of corporation, etc.), date established, and in which state.
 - ii. Organizational Structure Chart including the reporting structure for the proposed onsite manager.
 - iii. Provide the length of time that the Contractor has been operating as the legal entity and the length of time the Contractor has been providing the requested services.
 - iv. Include any previous and current working experience at an airport environment or 24/7 facility(ies) under strict time constraints to accomplish required works or in secured areas or transportation centers.
 - v. Provide whether Contractor has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five (5) years. If so, explain what happened and why. If more of these apply, please include that statement.

c. References

18.2. Onsite Manager Qualifications and Experience (0-250 points)

- a. Offeror must identify the assigned onsite manager in the offer. Provide an executive summary not to exceed 2 pages to explain how the proposed onsite manager meets the required experience and qualifications established in the minimum qualifications of this solicitation.
- b. Additionally, the following must be provided:
 - i. A resume including at a minimum, name, title, key responsibilities of each position and previous experiences (not to exceed three (3) pages) of the assigned onsite manager must be submitted. If the proposed onsite manager does not meet the minimum qualifications, the offer will be disqualified as non-responsive.
 - ii. A minimum of three references must be included in the resume for verification of the minimum qualifications.



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18.3. Method of Approach (0-250 points)

- a. Offeror must submit an executive summary, not to exceed 15 pages to address the following:
 - i. Identify how your firm will notify City and prepare for the scheduled cleaning services with the least possible interference to Airport and PCC routine and scheduled flights or events.
 - ii. Approach to communicate timely to keep City and Department Representatives informed on any issue that may be affect the work routine?
 - iii. How your firm will coordinate the walk-through inspection with the Department Representative after each service?
 - iv. Your firm's service quality assurance plan including proactive methods to monitor work performance, identify and correct any service deficiencies and response time for corrective actions.
 - v. Identify required equipment or method to be utilized i.e. self-propelled rope access, cradle work, hydraulic lift, scaffolding, for each service location in this RFP.
 - vi. Provide plan for employee and public safety.

18.4. Proposed Price (0-200 points)



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SECTION VI: SUBMITTALS

1. **COPIES:** Please submit one (1) original, four (4) copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. **Please submit only 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 bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. **OFFER SUBMITTAL FORMAT:** The written offer must be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers must be:

- Typewritten for ease of evaluation;
- Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed according to the following major sections:

Tab 1	Table of Contents with page numbers
Tab 2	General Information
	a. Statement of Bonding Ability paragraph 23 of Section I
Tab 3	Qualifications / Experience – Offer/Company
Tab 4	Qualifications / Experience – Onsite Manager
Tab 5	Method of Approach
Tab 6	References
Tab 7	Pricing
Tab 8	Submittal Section
Tab 9	Signed Addenda



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3. COSTS AND PAYMENTS:

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

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



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4. BID PRICE SCHEDULE

Aviation Department

A. Terminal 2 – All Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	Lobby Ticket and Baggage Area			
2	Lobby Seating Area			
3	Checkpoint			
4	Mezzanine Level Meeting Room			
5	Lower Concourse Ground Level	N/A		
6	Upper Concourse			
			Terminal 2 Total of all Lines	

B. Terminal 3 – All Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	North Concourse Ramp level	N/A		
2	North Concourse Passenger Level			
3	Jet Blast Windows North side Clean both sides at time service			
4	Processor, Hand Rails and Sky Lights - Using City owned Falcon lift		N/A	
5	Processor, Hand Rails and Sky Lights - Using Contractor provided lift		N/A	
6	Processor	N/A		
7	Processor Sky Lights	N/A		
8	Parking Garage Elevator Lobbies Levels 1 thru 8 - Per request			



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9	Train Station		N/A	
10	Train Station Guard Rails - Both sides at time of service			
11	Train Station Transfer Bridge			
			Terminal 3 Total of all Lines	

C. Terminal 4 – All Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	Terminal Core - Levels 1 thru 3			
2	Terminal Core - East and West Parking Garage Elevator Lobbies Level 4 thru 9			
3	Train Station		N/A	
4	Train Station Transfer Bridges (East and West)			
5	N1 Concourse Ramp Level	N/A		
6	N1 Concourse Level 3 - Passenger Level			
7	N1 Concourse Transfer Bridge - N1 to N2			
8	N2 Concourse Ramp Level			
9	N2 Concourse Level 3 - Passenger Level			
10	N2 Concourse Level 4 Small Tower	N/A		
11	N2 Concourse Level 4 Skylights - Interior per request			



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12	N2 Concourse Transfer Bridge - N2 to N3			
13	N3 Concourse Ramp Level	N/A		
14	N3 Concourse Level 3 - Passenger Level			
15	N3 Concourse Gate B1 - Holding Room Level 2 and 3			
16	N3 Concourse Level 4			
17	N3 Concourse Skylights - Interior per request			
18	N3 Concourse Transfer Bridge - N3 to N4			
19	N4 International Concourse Ramp Level	N/A		
20	N4 International Concourse Level 3 - Passenger Level			
21	N4 International Concourse Level 4 - Club level (stairwell glass, meeting room)			
22	N4 International Concourse Vestibule - Gates 23-28 Security Glass			
23	N4 International Concourse Transfer Bridge - N4 to S4			
24	International Concourse Walkway Level 1 - Arrivals Scenic Walkway			
25	International Concourse Walkway Level 2 - Service Level			
26	International Concourse Walkway Level 3 - Elevator Lobby			
27	International Concourse Walkway Level 3 - Transfer Bridge			
28	S2 Concourse Ramp Level			



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29	S2 Concourse Level 3 - Passenger Level			
30	S2 Concourse Clerestory Windows - Interior per request			
31	S2 Concourse Transfer Bridge - S2 to S3			
32	S3 Concourse Ramp Level	N/A		
33	S3 Concourse Level 3 - Passenger Level			
34	S3 Concourse Transfer Bridge - S3 to S4			
35	S4 Concourse Ramp Level	N/A		
36	S4 Concourse Level 3 - Passenger Level			
37	Jet Blast Windows Between N2 and N3 Concourses - Clean both sides at time of service			
38	Jet Blast Windows Between S2 and S3 Concourses - Clean both sides at time of service			
39	Jet Blast Windows Between S3 and S4 Concourses - Clean both sides at time of service			
			Terminal 4 Total of all Lines	



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D. Rental Car Center (RCC) and Bus Maintenance Facility (BMF) - Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	RCC Building – All accessible interior and exterior windows (including exterior skylights)			
2	BMF Building – Exterior only	N/A		
			RCC/BMF Total of all Lines	

E. 44th Street Train Station - Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	Level 1			
2	Level 2 – Including window above roof overhang			
3	Washington Street Transfer Bridge			
4	Exterior Building Panels	N/A		
			44th St Train Station Total of all Lines	



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F. Other Locations - Interior and Exterior Windows (exceptions noted)

	Location	Interior of Windows (single cleaning)	Exterior of Windows (single cleaning)	Total Price
1	Facilities and Services Complex	N/A		
2	Operations Center			
3	Executive Terminal – Interior per request			
4	500 South 24 th Street – Interior per request			
5	Fire Station 19			
6	Corporate Office Building Perimeter Glass			
7	Corporate Office Building Partition Wall			
8	Command Center			
			Other Airport Locations Total of all Lines	

Additional Services

1	Hourly Rate (All-inclusive pricing to include labor and material costs)	\$
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Phoenix Convention Center (PCC):

Phoenix Convention Center - West Building

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	West Building Atrium Glass Exterior West and S/West to Symphony "squeeze" area	
1A	West Building Atrium Glass Exterior West and S/West to Symphony "squeeze" area	
2	West Building Atrium Glass Exterior East and S/East to Symphony "squeeze" area	
3	West Building / All other West facing exterior glass	
4	West Building / All other North facing exterior glass	
5	West Building / All other East facing exterior glass	
5A	West Building / All other East facing exterior glass	
6	West Building / Atrium Interior Glass, all areas	
7	West Building / Atrium Ledges, high dusting	
7A	West Building / Atrium Ledges, high dusting	
8	West Building Art Work Dusting	
9	West Building / Interior Glass, all areas	
	West Building Total of All Lines	



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Phoenix Convention Center - North Building

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	North Building / All other West facing exterior glass	
1A	North Building / All other West facing exterior glass	
2	North Building / All other North facing exterior glass	
3	North Building / All other East facing exterior glass	
4	North Building / All other South facing exterior glass	
5	North Building / Interior Glass, all areas	
6	North Building / Sky Bridge Exterior	
7	North Building / Sky Bridge Interior	
8	North Building / Skylights Interior	
9	North Building / Skylights Exterior	
10	North Building / Lobby Glass Awning - Top Side	
11	North Building / Lobby Glass Awning - Bottom Side	
12	North Building Dusting / Escalator beams in main area; Southside metal beam from 2nd floor guard rails; 2nd floor, SW corner, 3 beams; first floor above main lobby, 2 metal beams visible from 2nd floor.	
13	North Building Dusting / Area over the North doors facing West and NW Corner	
14	North Building Dusting / Tops of the partitions in the Metro Marche visible from the 2nd floor	



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14A	North Building Dusting / Tops of the partitions in the Metro Marche visible from the 2nd floor	
15	North Building Art Work Dusting	
	North Building Total of All Lines	

Phoenix Convention Center - South Building

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	South Building, Exterior, Interior, Mezzanine, all areas (except Skylights)	
2	South Building, Lobby Skylights, Exterior, Interior, all areas	
	South Building Total of All Lines	

Symphony Hall

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	All areas	
2	All Chandeliers and Sconces	
3	All Exterior Canopies	
	Symphony Hall Total of All Lines	



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Herberger Theater

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	All areas	
	Herberger Theater Total	

Orpheum Theater

	LOCATION	PRICE PER SERVICE (EXCLUDING TAX)
1	All areas	
	Orpheum Theater Total	

Additional Services

1	Hourly Rate (All-inclusive pricing to include labor and material costs)	\$
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5. **EMERGENCY TWENTY-FOUR HOUR SERVICE:** Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



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6. **REFERENCES:** Offeror will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Offeror is currently furnishing or has furnished, completed service for two successful contracts providing exterior and interior window cleaning services at 24/7 facility(ies) under strict time constraints to accomplish required exterior and interior window/glass cleaning and high dusting services. At least one facility utilizing a 50' lift or larger to provide interior cleaning.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Year(s) of Service: _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Year(s) of Service: _____



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Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Year(s) of Service: _____



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7. **YEARS IN BUSINESS AND REFERENCES:** Offeror certifies that it has a minimum of five (5) years immediately preceding submission of its offer in providing complete commercial window/glass cleaning and high-dusting services. The Offeror shall have two successful contracts providing exterior and interior window cleaning services at 24/7 facility(ies) under strict time constraints to accomplish required exterior and interior window/glass cleaning and high dusting services.

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for commercial window/glass cleaning and high-dusting services listed in this solicitation.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



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OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the 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

Verify Name and type of company
(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____



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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Ed Zuercher, City Manager

_____ Awarded this ____ day of _____ 2018
Director or delegate, Department

City Clerk

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



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CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY FORM

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

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

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

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

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

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

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



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7. Disclosure of conflict of interest:

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

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

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

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

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



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9. Acknowledgements

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

- ☐ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- ☐ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

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

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.



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PRINT NAME

TITLE

SIGNATURE

DATE

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

Exhibit A

Detailed Service Locations

1. Aviation Department

A. Terminal 2 – All Interior and Exterior windows

1. Lobby Ticket/Baggage Area
2. Lobby Seating Area
3. Checkpoint
4. Mezzanine Level Meeting Room
5. Lower Concourse Ground Level – Exterior only
6. Upper Concourse

B. Terminal 3 – All Interior and Exterior windows

1. North Concourse Ramp Level – Exterior only
2. North Concourse Passenger Level
3. Jet Blast Windows North Side – Between Terminal 3 and Annex Building, clean both sides at time of service
4. Processor, Hand Rails and Sky Lights – Interior only using City owned Falcon lift
5. Processor, Hand Rails and Sky Lights – Interior only using Contractor provided lift
6. Processor – Exterior only
7. Processor Sky Lights – Exterior only
8. Parking Garage Elevator Lobbies Levels 1 thru 8 – Per Request
9. T3 Train Station – Interior only
10. T3 Train Station Guard Rails – Both sides at time of service
11. T3 Train Station Transfer Bridge

C. Terminal 4 – All Interior and Exterior windows

1. Terminal Core – Levels 1 thru 3
2. Terminal Core – East and West Parking Garage Elevator Lobbies Levels 4 thru 9
3. T4 Train Station – Interior only
4. T4 Train Station Transfer Bridges (East and West)
5. N1 Concourse Ramp Level – Exterior only
6. N1 Concourse Level 3 – Passenger Level
7. N1 Concourse Transfer Bridge – N1 to N2
8. N2 Concourse Ramp Level
9. N2 Concourse Level 3 – Passenger Level
10. N2 Concourse Level 4 Small Tower – Exterior only
11. N2 Concourse Level 4 Skylights – Interior per request
12. N2 Concourse Transfer Bridge – N2 to N3
13. N3 Concourse Ramp Level – Exterior only
14. N3 Concourse Level 3 – Passenger Level
15. N3 Concourse Gate B1 – Holding Room Level 2 and 3
16. N3 Concourse Level 4
17. N3 Concourse Skylights – Interior per request

18. N3 Concourse Transfer Bridge – N3 to N4
19. N4 International Concourse Ramp Level – External only
20. N4 International Concourse Level 3 – Passenger Level
21. N4 International Concourse Level 4 – Club Level (stairwell glass, meeting room)
22. N4 International Concourse Vestibule – Gates 23-28 Security Glass
23. N4 International Concourse Transfer Bridge – N4 to S4
24. International Concourse Walkway Level 1 – Arrivals Scenic Walkway
25. International Concourse Walkway Level 2 – Service Level
26. International Concourse Walkway Level 3 – Elevator Lobby
27. International Concourse Walkway Level 3 – Transfer Bridge
28. S2 Concourse Ramp Level
29. S2 Concourse Level 3 – Passenger Level
30. S2 Concourse Clerestory Windows – Interior per request
31. S2 Concourse Transfer Bridge – S2 to S3
32. S3 Concourse Ramp Level
33. S3 Concourse Level 3 – Passenger Level
34. S3 Concourse Transfer Bridge – S3 to S4
35. S4 Concourse Ramp Level
36. S4 Concourse Level 3 – Passenger Level
37. Jet Blast Windows – Between N2 and N3 Concourses, clean both sides at the time of service
38. Jet Blast Windows – Between S2 and S3 Concourses clean both sides at time of service
39. Jet Blast Windows – Between S3 and S4 concourses, clean both sides at time of service

D. Rental Car Center (RCC) and Bus Maintenance Facility (BMF)

1. RCC Building – All accessible interior and exterior windows (including exterior skylights)
2. BMF Building (located at 24th Street & Buckeye Road) – Exterior only

E. 44th Street Train Station (44th St. & Washington)

1. Level 1
2. Level 2 - Including window above roof overhang
3. Washington Street Transfer Bridge
4. Exterior Building Panels

F. Airport Other Locations

1. Facilities and Services Complex
2. Operations Center
3. Executive Terminal – Interior per request
4. 500 South 24th Street – Interior per request
5. Fire Station #19
6. Corporate Office Building
7. Corporate Office Building Partition Wall
8. Command Center

2. Phoenix Convention Center

A. Phoenix Convention Center, West Building

1. West Building Atrium Glass Exterior West and Southwest to Symphony "squeeze" area
2. West Building Atrium Glass Exterior East to Southeast to Symphony "squeeze" area
3. West Building Atrium / All other West facing exterior glass
4. West Building Atrium / All other North facing exterior glass
5. West Building Atrium / All other East facing exterior glass
6. West Building / Atrium Interior Glass, all areas
7. West Building / Atrium Ledges, high dusting
8. West Building Art Work Dusting
9. West Building / Interior Glass, all areas

B. Phoenix Convention Center, North Building

1. North Building / All West facing exterior glass
2. North Building / All North facing exterior glass
3. North Building / All East facing exterior glass
4. North Building / All South facing exterior glass
5. North Building / Interior Glass, all areas
6. North Building / Sky Bridge Exterior
7. North Building / Sky Bridge Interior
8. North Building / Skylights Interior
9. North Building / Skylights Exterior
10. North Building / Lobby Glass Awning – Top Side
11. North Building / Lobby Glass Awning – Bottom Side
12. North Building Dusting/Escalator beams in Metro Marche/Food Court area; Southside metal beam from 2nd floor guard rails; 2nd floor, SE corner 3 beams; 1st floor above main lobby, 2 metal beams visible from 2nd floor.
13. North Building Dusting / Area over the North doors facing West and NW Corner.
14. North Building Dusting / Tops of the partitions in the Metro Marche visible from the 2nd floor.
15. North Building Art Work Dusting

C. Phoenix Convention Center, South Building

1. South Building, Exterior, Interior, Mezzanine, all areas (except Skylights)
2. South Building, Lobby Skylights, Exterior, Interior, all areas

D. Symphony Hall

1. All areas
2. All Chandelier and Sconces
3. All Exterior Canopies

E. Herberger Theater

1. All areas

F. Orpheum Theater

1. All areas

Exhibit B

Phoenix Sky Harbor International Airport

Terminal 2, 3 & 4



Exhibit C

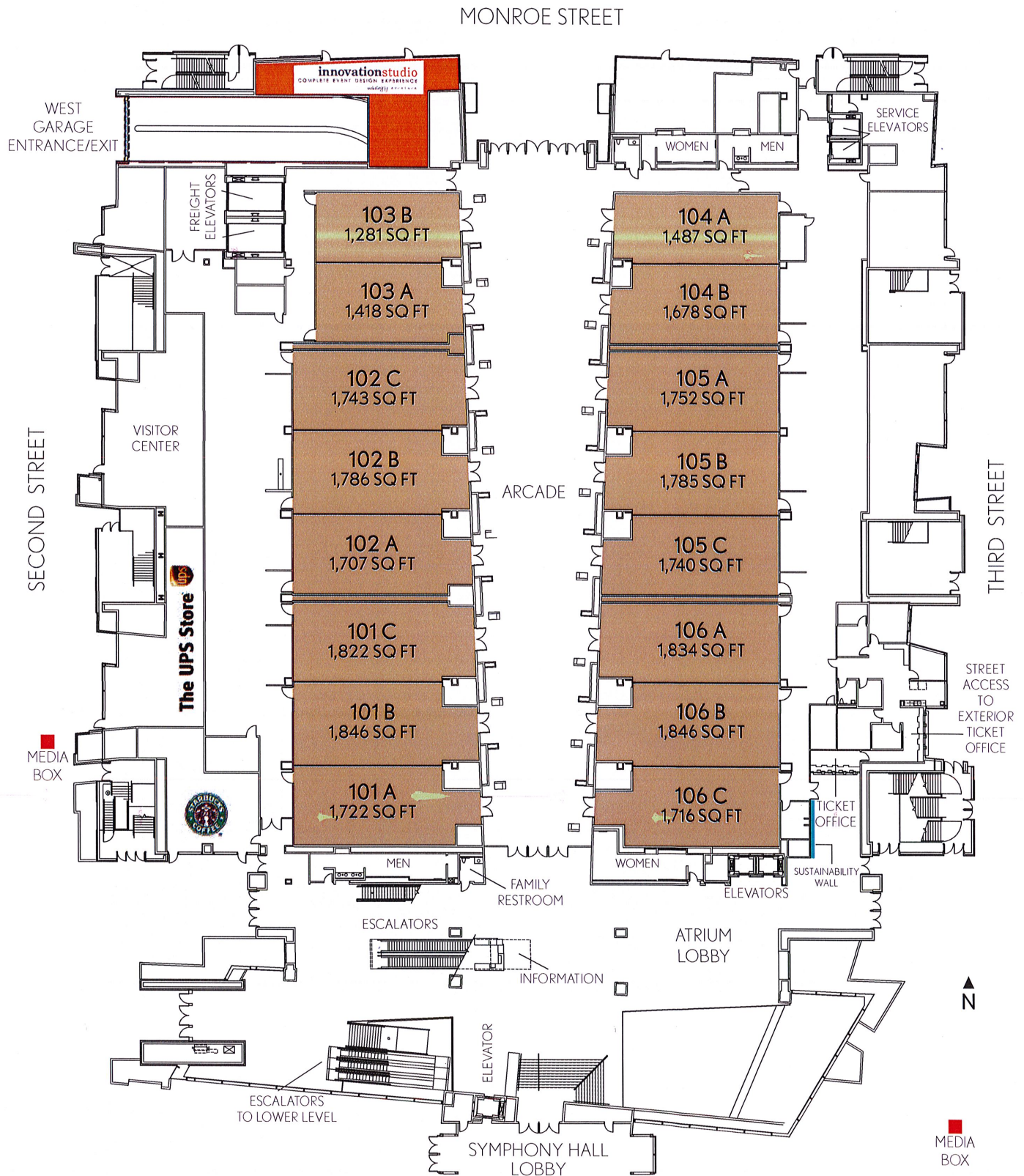
Phoenix Sky Harbor international Airport

West Outlying Buildings



PHOENIX CONVENTION CENTER

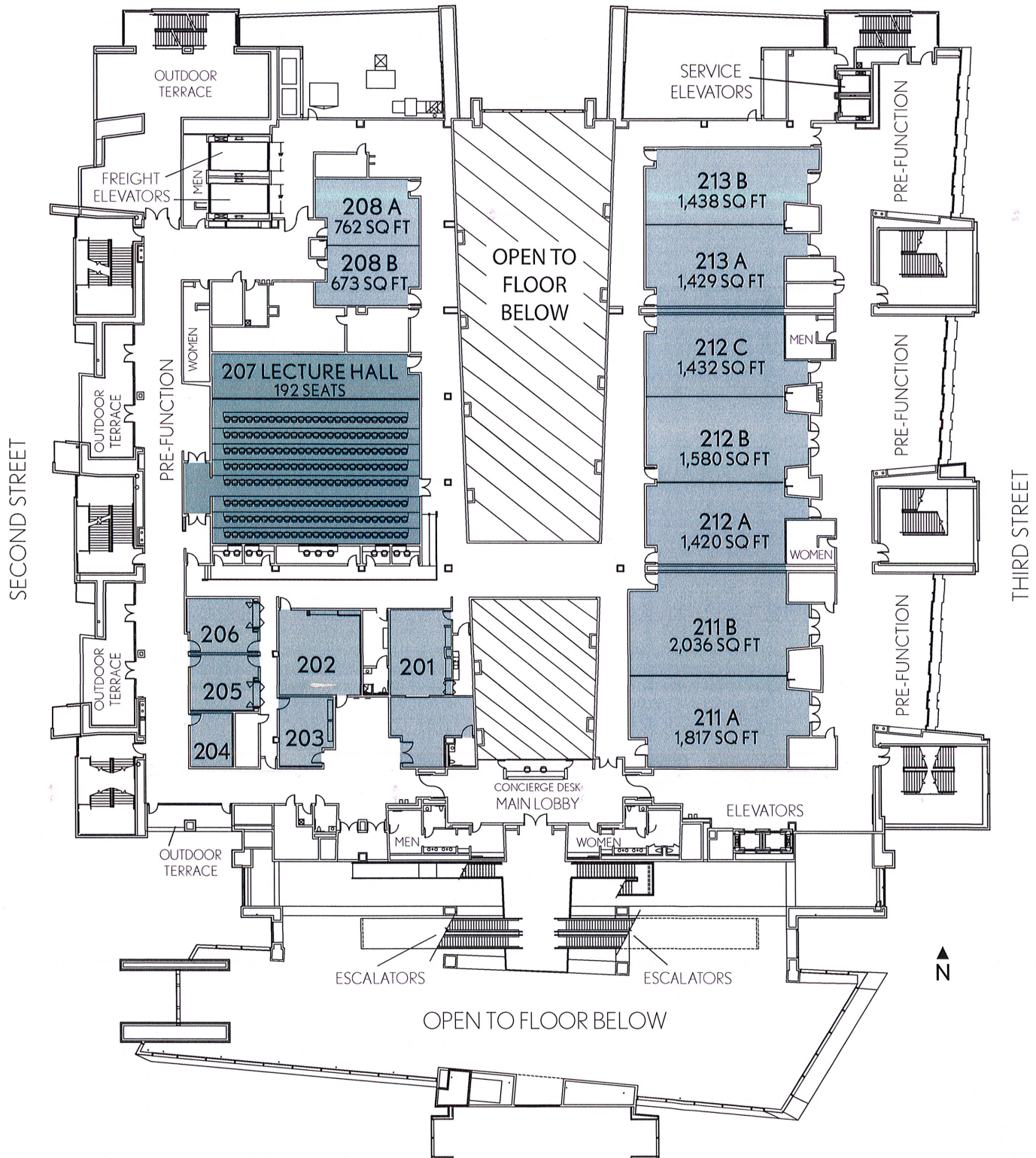
West Building | Meeting Rooms | 100 Level | Street Level



PHOENIX CONVENTION CENTER

West Building | 200 Level

MONROE STREET

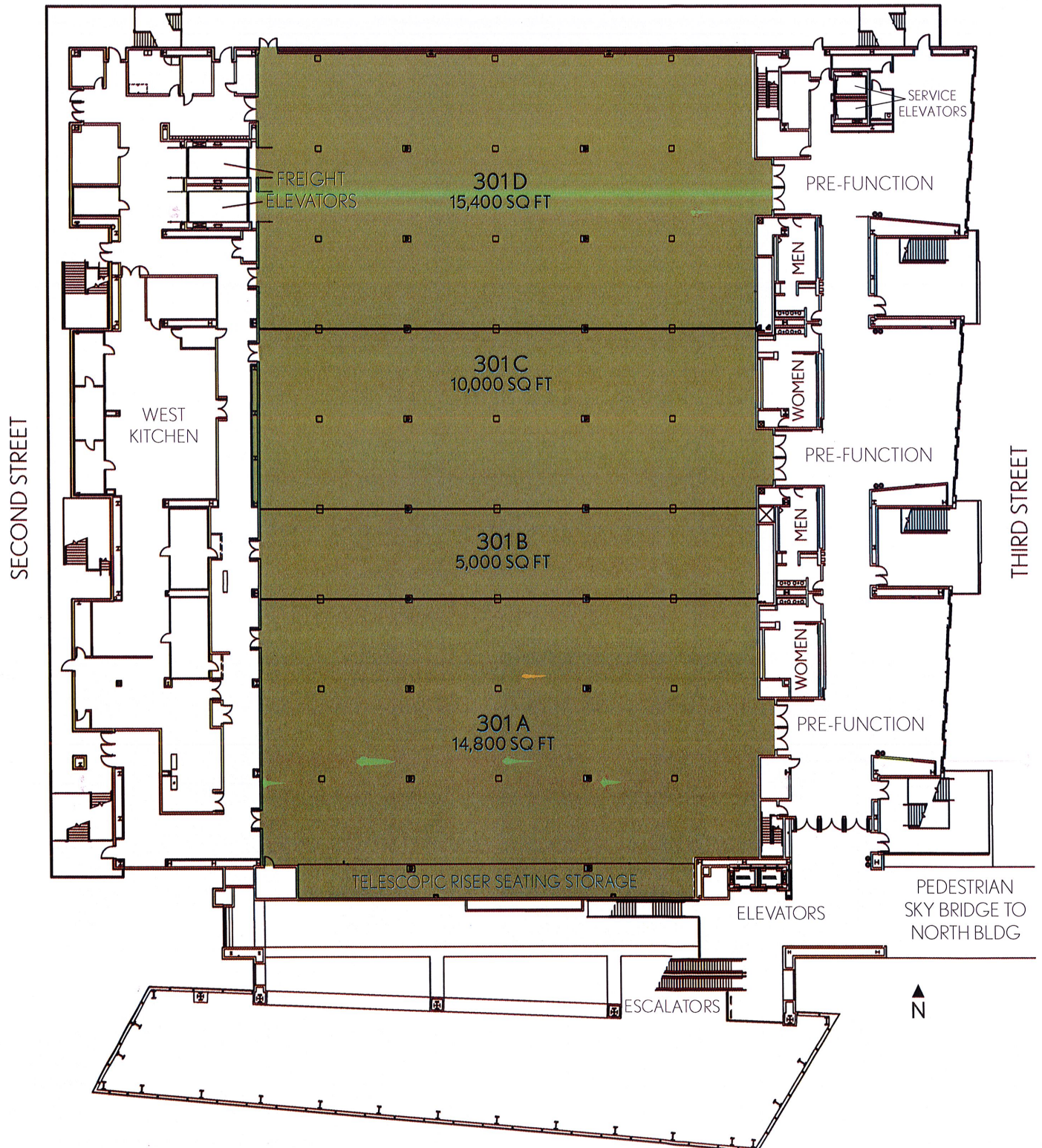


See reverse side for capacity information.

PHOENIX CONVENTION CENTER

West Building | West Ballroom | 300 Level

MONROE STREET



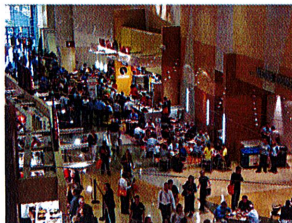
See reverse side for capacity information.

PHOENIX CONVENTION CENTER

North Building | North Ballroom & Meeting Rooms 100 Level | Street Level



Outdoor Patio



metroMarch



North Ballroom Pre-function



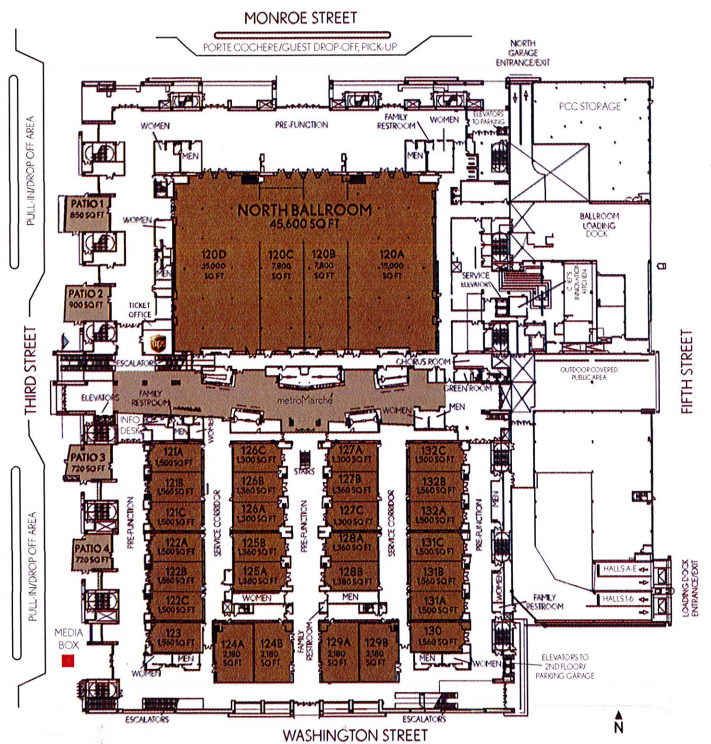
3rd Street facing south towards Phoenix Convention Center



North Meeting Room



North Building & Light Rail



See inside for capacity information.

PHOENIX CONVENTION CENTER

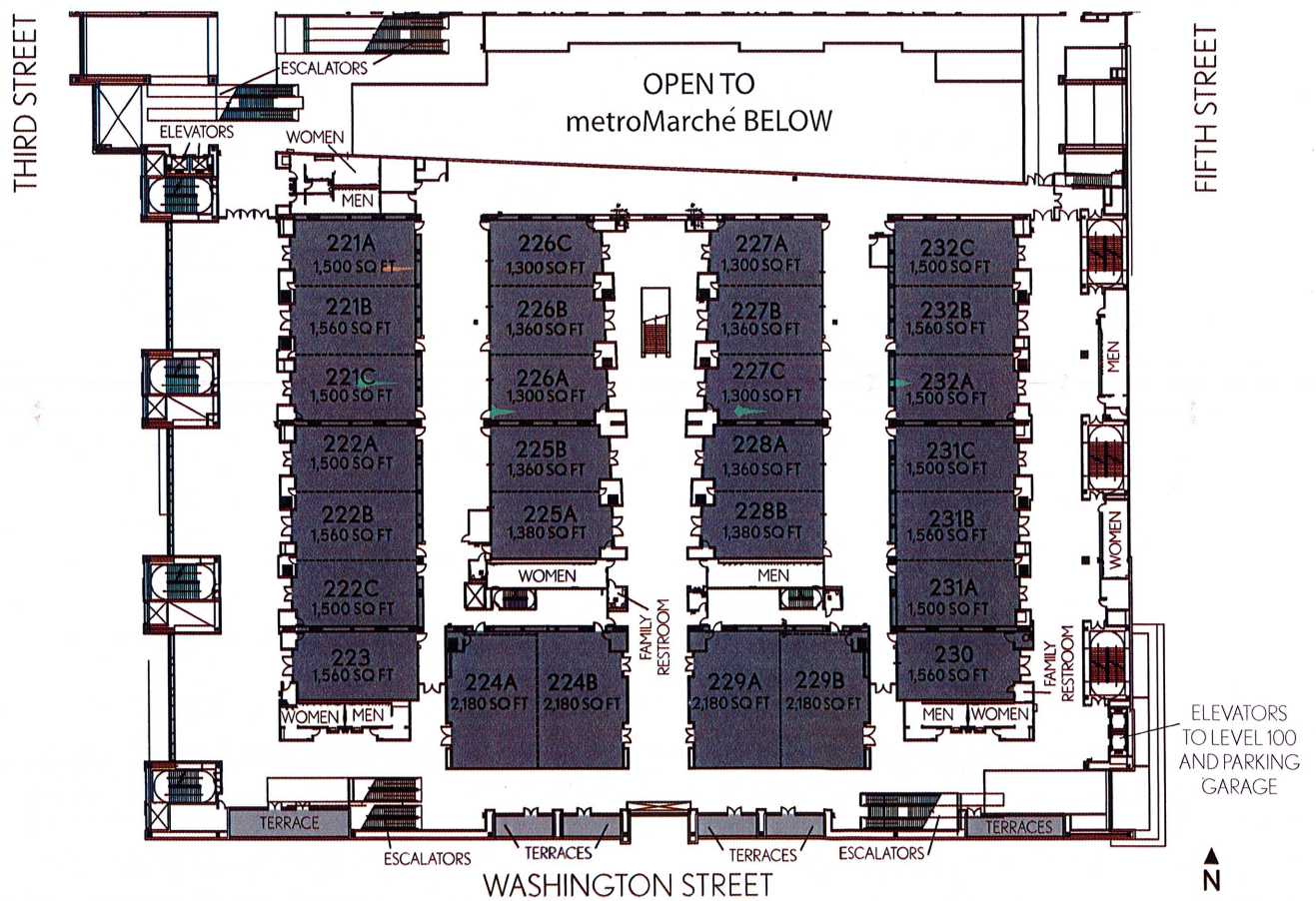
North Building | Meeting Rooms | 200 Level



Meeting Room



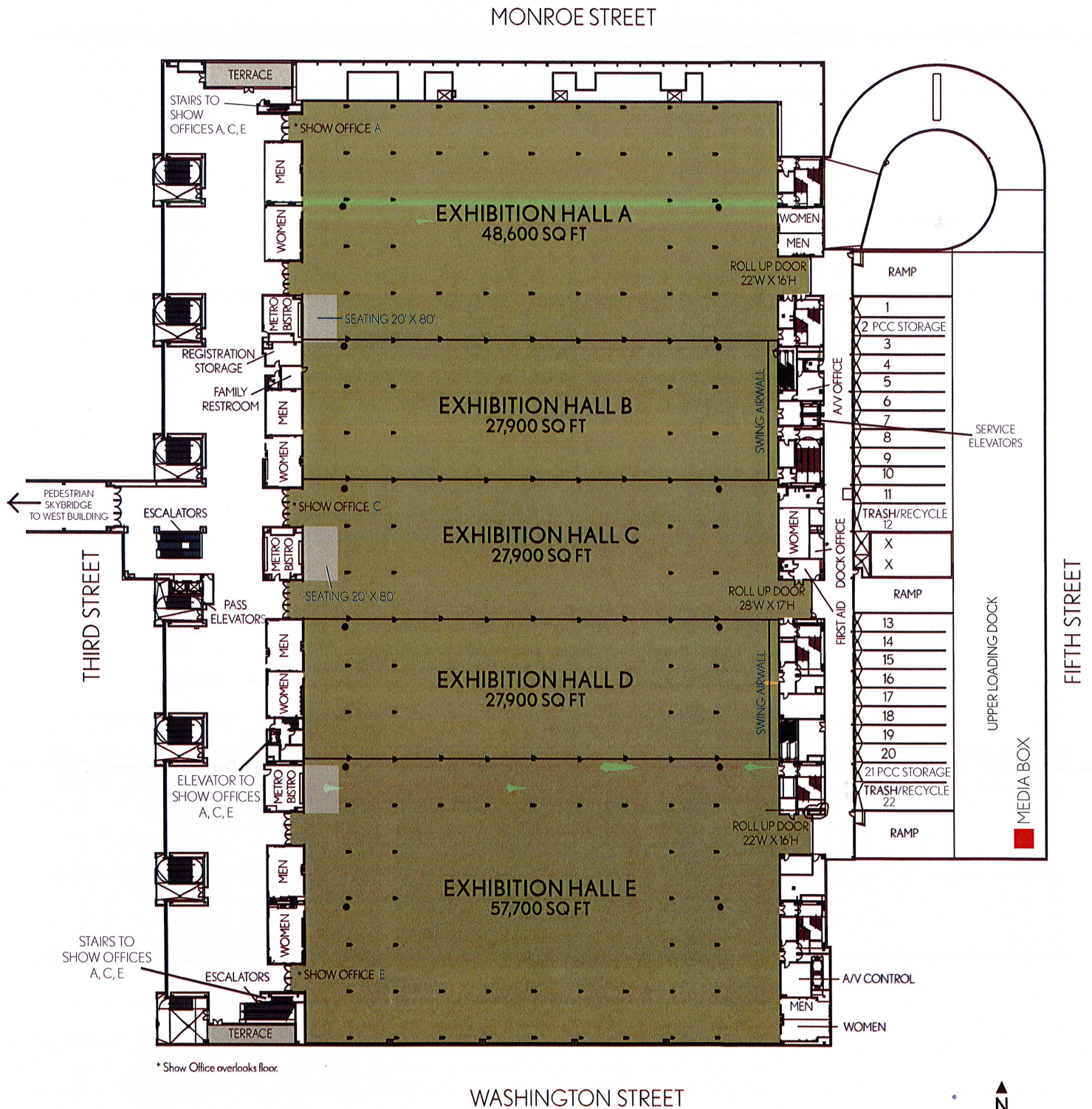
Pre-function Area



See reverse side for capacity information.

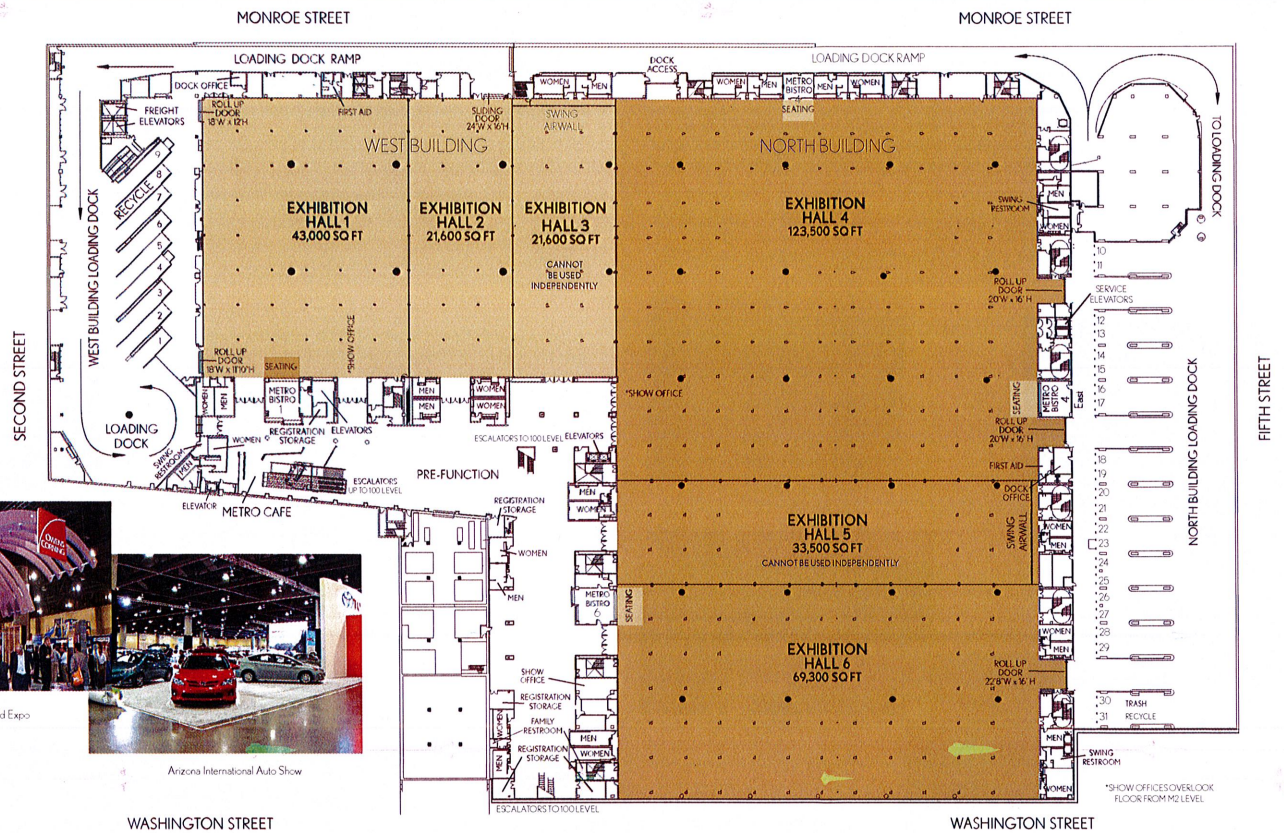
PHOENIX CONVENTION CENTER

North Building | Exhibition Hall | 300 Level



PHOENIX CONVENTION CENTER

North Building | Exhibition Hall | Lower Level



GreenBuild Expo



Arizona International Auto Show

See inside for capacity information.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

A. Definitions

1. "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport and/or Phoenix Goodyear Airport, in accordance with the context of the contract.
2. "Contract" includes any and all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
3. "Contractor" means every lessee, sublessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.
4. "Premises" means the leasehold or site occupied by Contractor pursuant to the lease, license or permit that is the subject of this Contract.

B. Assurances

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.
2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City of Phoenix or the United States, either or both of said Governments shall have the right to judicially enforce said requirement.
3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public. Contractor

further warrants that it will comply with all pertinent statutes, Executive Orders, and rules promulgated thereunder, to assure that no person is excluded on the grounds of race, creed, color, national origin, sex, age, or disability, including, without limitation, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

4. As a part of the consideration for this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations exist and may be amended from time-to-time.

If this Contract is a lease, then this Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the United States.

5. As a part of the consideration of the Contract, Contractor does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and that the contractor shall use the Premises in accordance with all other requirements imposed pursuant to 49 C.F.R. Part 21, as it may be amended.

If this Contract is a lease, then this Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the United States.

6. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City of Phoenix shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

7. Contractor agrees to insert the foregoing six provisions in any contract by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.
8. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E.
9. City of Phoenix reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions.
10. The City of Phoenix reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.
11. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation or maintenance of the Airport. In the event that FAA or its successors require modifications or changes in the Contract as a condition to the obtaining of funds for improvements at the Airport or as a requirement of any prior grants, Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications or changes as part of this Contract.
12. The Contract is subordinate to the reserved right of the City of Phoenix, its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

13. Contractor agrees to comply with the notification and review requirements as required by Title 14 of the Code of Federal Regulations, 14 C.F.R. Part 77- Objects Affecting Navigable Airspace, in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1— Notice of Proposed Construction or Alteration—and provide documentation showing compliance with the federal requirements. Once the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation for: (1) Phoenix Sky Harbor International Airport, 1,133 feet; (2) Phoenix Goodyear Airport, 968 feet; (3) Phoenix Deer Valley Airport, 1,476 feet. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.
14. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant the City of Phoenix reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.
15. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e).
16. This Contract and all the provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.
17. If the Contract involves construction, the contractor shall carry out the project in accordance with FAA airport design, construction and equipment standards and specifications current on the date of project approval.
18. Contractor is encouraged to use fuel and energy conservation practices.

C. City of Phoenix Equal Employment Opportunity Requirement

1. If Contractor is by this Contract a supplier to, or lessee of, the City, then the requirements of the Phoenix City Code, Chapter 18, Article V applies, including the agreement that:

“Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee shall 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 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.”

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

If the supplier/lessee employs more than thirty-five employees, the following language shall be included as the last paragraph to the clause above:

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

2. *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. *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.

D. Immigration Reform and Control Act of 1986 (IRCA)

Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City of Phoenix to inspect its personnel records to verify such compliance.

E. Conflict of Interest

Contractor acknowledges that the terms and conditions of Arizona Revised Statutes (A.R.S.) § 38-511 are incorporated into this Contract.

F. Legal Worker Requirements

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

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 § 23-214, subsection A.
2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.

G. Disadvantaged Business Enterprise Requirements

1. To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation Regulations at 49 C.F.R. Part 26. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the

Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Contractor agrees to include the foregoing statement in any subsequent Contract that it enters and cause those businesses to similarly include said statement in further agreements.

2. To the extent that the Contract is a concession agreement covered by 49 C.F.R. Part 23, the concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

H. No Boycott Provision

If Contractor is providing services, supplies, information technology, or construction work for City of Phoenix by entering into this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, as defined in A.R.S. § 35-393 *et al.*

EXHIBIT F

COMPLIANCE WITH ENVIRONMENTAL LAWS

Contractor shall, at Contractor's own expense, comply with all present and subsequently enacted Environmental Laws, and any amendments thereto, affecting Contractor's occupation and use of the Premises.

A. DEFINITIONS

1. "Environmental Laws" means those laws promulgated for the protection of human health or the environment, including but not limited to, the following as the same are amended from time to time: the **Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [CERCLA]**, 42 U.S.C. Sections 9601 et seq., as amended by the **Superfund Amendment and Reauthorization Act [SARA]**; the **Solid Waste Disposal Act [SWDA]**, 42 U.S.C. Sections 6901 et seq., as amended by the **Resource Conservation and Recovery Act [RCRA]** including Subtitle I, Underground Storage Tanks; the **Toxic Substances Control Act [TSCA]**, 15 U.S.C. Sections 2601 et seq.; the **Public Health Service Act (Title XIV) [PHSA]** a.k.a. the **Safe Drinking Water Act [SDWA]** and SDWA Amendments of 1996, 42 U.S.C. Sections 300f et seq.; the **Federal Water Pollution Control Act [FWPCA]**, as amended by the **Clean Water Act**, 33 U.S.C. Sections 1251 et seq.; the **Clean Air Act**, 42 U.S.C. Sections 7401 et seq.; **Title 49 of the Arizona Revised Statutes**, including the **Arizona Environmental Quality Act**, A.R.S. Sections 49-101 et seq.; the **Arizona Comprehensive Air Quality Act**, A.R.S. Sections 49-401 et seq.; the **Arizona Solid Waste Management Act**, A.R.S. Section 49-701 et seq.; the **Arizona Hazardous Waste Management Act**, A.R.S. Sections 49-901 et seq.; the **Arizona Underground Storage Tank Regulation Act**, A.R.S. Sections 49-1001 et seq.; the **Occupational Safety and Health Act of 1970** as amended, 29 U.S.C. Sections 651-678 and the regulations promulgated thereunder, and, any other laws, regulations and ordinances (whether enacted by local, state or federal government) now in effect or hereafter enacted, that provide for the regulation or protection of human health or the environment, including the ambient air, ground water, surface water, and land use, including substrata soils.
2. In this Contract, the term "**regulated substances**" means:
 - a. Those substances identified or listed as a hazardous substance, pollutant, hazardous material, and, petroleum, in **CERCLA/SARA**; the **Hazardous Materials Transportation Act**, 49 U.S.C. Sections 5101 et seq.; **RCRA, Subtitle I, Regulation of Underground Storage Tanks**, 42 U.S.C. Sections 6991 through 6991i; **Clean Air Act**, 42 U.S.C. Section 7412 et seq.; and in any rule or regulation adopted to implement said statutes.

- b. Those substances identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum, or as a hazardous, special, or solid waste in the **Arizona Environmental Quality Act**, A.R.S. Sections 49-101 et seq., including but not limited to, the **Water Quality Assurance Revolving Fund Act [WQARF]**, A.R.S. Sections 49-281 et seq.; the **Arizona Comprehensive Air Quality Act**, A.R.S. Sections 49-401 et seq.; the **Arizona Solid Waste Management Act**, A.R.S. Sections 49-701 et seq.; the **Arizona Underground Storage Tank Regulation Act**, A.R.S. Sections 49-1001 et seq.; A.R.S. Sections 49-851 through 49-868 pertaining to **Management of Special Waste**; the **Arizona Hazardous Waste Management Act**, A.R.S. Sections 49-921 et seq.; and in any rule or regulation adopted to implement said statutes.
 - c. All substances, materials and wastes that are, or that become, regulated, or that otherwise are classified as hazardous or toxic, under any Environmental Law during the term of this Contract.
- 3. The term “release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.
 - 4. As used herein, the term “Premises” means Contractor’s leasehold and/or any part or portion of Phoenix Sky Harbor International Airport (PSHIA), Phoenix Deer Valley Airport (DVT), Phoenix Goodyear Airport (GYR) or City owned property where Contractor or its employees or agents causes to occur a release of a regulated substance.
 - 5. As used herein, the term “Contractor” means every consultant, lessee, sublessee, licensee, permittee, concessionaire, tenant or other person, firm or corporation occupying or using the Premises pursuant to an agreement and includes Contractor’s heirs, personal representatives, successors-in-interest and assigns.

B. COMPLIANCE

- 1. Contractor shall not cause or permit any regulated substance to be used, generated, manufactured, produced, stored, brought upon, or released on, or under the Premises, or transported to or from the Premises, by Contractor, its agents, employees, Contractor’s invitees or a third party in a manner that would constitute or result in a violation of any Environmental Law or that would give rise to liability under an Environmental Law.

Contractor may provide for the treatment of certain discharges regulated under the City of Phoenix pretreatment ordinances pursuant to Chapter 28 of the Phoenix City Code or such other ordinances as may be promulgated and the Federal Clean Water Act, 33 U.S.C. Section 1251 et seq.

Contractor shall indemnify, defend and hold harmless, on demand, City of Phoenix ("City"), its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, the environment or Premises and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, human health or the environment pursuant to any Environmental Law, the common law, or other statute, ordinance, rule, regulation, judgment or order of any governmental agency or judicial entity, which are incurred or assessed as a result, whether in part or in whole, of Contractor's occupancy or use of the Premises during the term of this Contract or any previous contract or uses of the Premises by Contractor or its owners or affiliated entities, agents, employees, invitees, visitors or licensees. Regardless of the date of termination of this Contract, Contractor's obligations and liabilities under this Section shall continue so long as City bears any liability or responsibility under the Environmental Laws arising from Contractor's occupancy or use of the Premises during the term of this Contract. This indemnification of City by Contractor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state or local governmental agency or political subdivision because of regulated substances caused by Contractor to be present on or under the Premises or present in the soil or ground water on or under the Premises or present in surface waters on or adjacent to the Premises.

2. Without limiting the foregoing, if the release by Contractor of any regulated substance on or under the Premises, or to the air, groundwater or surface waters on or adjacent to the Premises results in any contamination of the Premises, air, groundwater or surface waters, Contractor shall promptly take all actions at its sole cost and expense that are necessary to mitigate any immediate threat to human health or the environment. Contractor shall then undertake any further action necessary to return the contaminated site to the condition existing prior to the introduction by Contractor of any regulated substance; provided that City's approval of such actions shall first be obtained. Contractor shall undertake such actions without regard to the potential legal liability of any other person; however, any remedial activities by Contractor shall not be construed to impair Contractor's rights, if any, to seek contribution or indemnity from another person.
3. Contractor shall, at Contractor's own cost and expense, make all tests, reports, studies and provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to

Contractor's occupancy or use of the Premises. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or remediation plan that may be necessary due to any actual or potential spills or discharges of regulated substances on, under or from the Premises, or to the air, groundwater or surface waters on or adjacent to the Premises during the term of this Contract. At no cost or expense to City, Contractor shall promptly provide all information requested by City pertaining to the applicability of the Environmental Laws to the Premises, to respond to any governmental investigation, or to respond to any claim of liability by third parties which is related to environmental contamination.

In addition, City shall have the right to inspect, within ten (10) days of Contractor's receipt of written request, and copy any and all records, test results, studies and/or other documentation, other than trade secrets and legally privileged documents, regarding environmental conditions relating to the use, storage, or treatment of regulated substances by Contractor on, under or from the Premises or to the air, groundwater or surface waters on or adjacent to the Premises.

4. Contractor shall notify the Aviation Director within twenty-four (24) hours upon learning of the following:
 - a. Any correspondence or communication from any governmental agency regarding the application of Environmental Laws to the Premises or Contractor's occupancy or use of the Premises;
 - b. Any change in Contractor's activities on the Premises that will change or have the potential to change Contractor's or City's obligations or liabilities under Environmental Laws;
 - c. Any assertion of a claim or other occurrence for which Contractor may incur an obligation under this Section.
5. Contractor shall at its own expense obtain and comply with any permits or approvals that are required or may become required as result of any occupancy or use of the Premises by Contractor, its agents, employees, invitees and assigns.
6. Contractor shall insert the provisions of this Exhibit in any agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Contract.

7. Contractor shall obtain and maintain compliance with any applicable financial responsibility requirements of federal, state and/or local law regarding the ownership or operation of any underground storage tank(s) or any device used for the treatment or storage of a regulated substance and present evidence thereof to the City, as may be applicable.
8. Contractor shall take reasonable precautions to prevent other persons not acting under Contractor's authority from conducting any activity that would result in the release of a regulated substance on, under or from the Premises or to the air, groundwater or surface waters on or adjacent to the Premises. Contractor shall also exercise due care with respect to any regulated substance that may come to be located on the Premises as a result of the actions of third parties who are not under Contractor's authority.
9. Contractor shall make its best efforts to minimize its production of a waste stream that includes regulated substances, and shall minimize the storage of regulated substances on, in and around the Premises.

C. TERMINATION OF AGREEMENT

Contractor's failure or the failure of its agents, employees, contractors, invitees or of a third party to comply with any of the requirements and obligations of this Exhibit or applicable Environmental Law shall constitute a material breach of this Contract and shall permit the City to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided for in this Contract, to which the City may resort cumulatively, or in the alternative:

1. The City of Phoenix may, at the City's election, keep this Contract in effect and enforce all of its rights and remedies under the Contract, including (1) the right to recover rent and other sums as they become due by appropriate legal action and/or (2) the right, upon ten (10) day's written notice to Contractor, to make payments required of Contractor or perform Contractor's obligations and be reimbursed by Contractor for the cost thereof, unless such payment is made or obligation performed by Contractor within such ten (10) day period.
2. The City of Phoenix may, at the City's election, terminate this Contract upon written notice to Contractor. Upon the City's termination, Contractor shall immediately pay to the City an amount equal to all accrued but unpaid rents plus interest thereon calculated from the date the rent is past due at a rate equal to: (1) eighteen percent (18%) per annum or (2) the maximum interest rate permitted by state law, whichever is greater.

3. Notwithstanding any other provision in this Contract to the contrary, the City shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of Environmental Laws on, under or from the Premises or in surface waters on or adjacent to the Premises, without waiving any of its rights under this Contract.
4. The exercise by the City of any of its rights under Section C of this Exhibit shall not release Contractor from any obligation it would otherwise have under this Exhibit.
5. The covenants of this Exhibit shall survive the termination of this Contract.

D. AZPDES STORMWATER GENERAL PERMIT COMPLIANCE SUPPLEMENT

Contractor shall also comply with the attached AZPDES Stormwater General Permit Compliance Supplement to this Exhibit as if the Supplement is fully set forth herein.

Revised April 4, 2012
968986