CITY OF PHOENIX

AVIATION DEPARTMENT

REQUEST FOR PROPOSAL
AVN RFP 19-001

PASSENGER BOARDING BRIDGES REPAIR AND MAINTENANCE – REQUIREMENTS CONTRACT

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Phoenix, AZ 85034
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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.
SECTION I – INSTRUCTIONS

1. The City of Phoenix (“City”) invites sealed offers for Passenger Boarding Bridges Repair and Maintenance for a five-year period commencing on or about October 1, 2018, in accordance with the specifications and provisions contained herein.

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

1.2. Notwithstanding the foregoing, this Agreement will terminate upon the earliest of the following occurrences: reaching the end of the term and any extensions exercised; or termination pursuant to the provisions of this Agreement.

2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s 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.

3. SCHEDULE OF EVENTS:

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<th>DATE AND TIME</th>
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<tr>
<td>Pre-Offer Conference</td>
<td>Wednesday, August 8, 2018 at 10:00 AM</td>
</tr>
<tr>
<td>Pre-Offer Conference Location</td>
<td>PAAB Conference Room</td>
</tr>
<tr>
<td></td>
<td>2485 E. Buckeye Rd., 1st Floor</td>
</tr>
<tr>
<td></td>
<td>Phoenix, AZ 85034</td>
</tr>
<tr>
<td>Written Inquiries Due Date</td>
<td>Wednesday, August 15, 2018 at 10:00 AM</td>
</tr>
<tr>
<td>Offer Due Date</td>
<td>Friday, September 7, 2018 at 11:00 AM</td>
</tr>
<tr>
<td>Offer Submittal Location</td>
<td>2485 E. Buckeye Rd., Phoenix, AZ 85034</td>
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The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site visit.

4. 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
and Services Division, 2485 E. Buckeye Rd., Phoenix, AZ 85034. It is the Offeror’s responsibility to check the website and verify all required information is submitted with their offer.

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 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 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.

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.

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 the Offeror's name on the City's website, https://www.phoenix.gov/solicitations within five calendar days of the offer opening. 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 must have been in operation a minimum of five (5)-years. The Offeror’s normal business activity during the past five (5)-years will have been for providing the goods or services in this solicitation.

15.2. Offeror must submit a letter from its bank communicating the bank’s commitment to provide the Offeror, if successful, with a Letter of Credit (LOC) in an amount equal to 5% of the total contract amount.

15.3. Upon notification of an award the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and
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.

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 Aviation or Aviation 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 proposal 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

the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
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.

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

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 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
SECTION I - INSTRUCTIONS

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 an 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.

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 PERFORMANCE GUARANTEE:** Offeror must submit a letter from its bank communicating the bank’s commitment to provide the Offeror, if successful, with a Letter of Credit (LOC) in an amount equal to 5% of the total contract amount.

24. **PERFORMANCE GUARANTEE:** A performance guarantee in the amount of 5% of the contract amount 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 Letter of Credit (LOC) is received by the Procurement Officer. The LOC must be in the form provided in Exhibit D.

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 award.

26. **EVALUATION OF COMPETITIVE SEALED OFFERS:** The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

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: Non-responsive 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 non-responsive.

   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 non-responsive. 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 non-responsive.
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 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 and understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is non-responsive, 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

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 Aviation Director” or “Aviation 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.
“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, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for 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:

2.1. Special terms and conditions
2.2. Standard terms and conditions
2.3. Amendments
2.4. Statement or scope of work
2.5. Specifications
2.6. Attachments
2.7. Submittals
2.8. Exhibits
2.9. Instructions to Offerors
2.10. Other documents referenced or included in the Invitation for Offer

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

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

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

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

3.1. **RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for 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 in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

3.2.4. 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.

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 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 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). Contractor shall comply with the provisions of the Compliance with Environmental Laws and AZDPES Stormwater General Permit Compliance, attached, marked Exhibits B and C respectively, and incorporated herein by this reference.

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. Contractor shall comply with the provisions of the Supplemental Terms and Conditions to All Airport Agreements attached, marked Exhibit A, and incorporated herein by this reference.
SECTION II – STANDARD TERMS AND CONDITIONS

3.11. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and - 502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to 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.
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 Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

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

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 conversations will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in 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 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 Agreement. The City’s authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City’s authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

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

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

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor’s expense.
SECTION II – STANDARD TERMS AND CONDITIONS

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 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 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 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:** Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.

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

17. **SUCCESSEORS 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

1. TERM OF THE CONTRACT: 
The terms of this Contract will commence on October 1, 2018, and shall expire five (5) years thereafter.

2. PRICE (PARTS): All prices submitted will be firm and fixed for the initial three (3)-years of the 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 from the manufacturer 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 Aviation or Aviation 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 Aviation or Aviation Department Director.

3. PRICE (LABOR): All labor rate prices submitted will be firm and fixed for the initial three (3)-years of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with 30 calendar day advance notice. Requests will be accompanied with written documentation such as published indexes confirming the labor rate increase. The City of Phoenix 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 Aviation or Aviation Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Aviation or Aviation Department Director.

4. METHOD OF ORDERING (PURCHASE ORDERS): Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Aviation Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5. 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

6. **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.

7. **PARTIAL PAYMENTS**: Partial payments are not authorized on individual written purchase orders. Payment will be made for upon final delivery and acceptance of all supplies or services ordered on each written purchase order issued against the agreement.

8. **VENDOR PROFILE CHANGES**: It is the responsibility of the Contractor to promptly update their profile in procurePHX. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

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 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 Aviation or Aviation 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 Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

11. **SUSPENSIONS OF WORK**: The Department 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 Aviation Department Representative (ADR) immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Gary Lovgren, Aviation Superintendent
Phone: 602-683-2614
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 Contract will be consulted.

14. **HOURS OF WORK**: All work under this Contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City’s Department Contact.

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 management personnel.

16. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS**: Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Aviation Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Aviation Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Aviation Director or delegate was not received prior to the Contractor’s performance.

17. **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 as the site contact.
18. **SPECIFICATIONS:** The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.

19. **PRODUCT DISCONTINUANCE** - The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor will request permission to substitute a new product or model and provide the following:

19.1. A formal announcement from the manufacturer that the product or model has been discontinued.

19.2. Documentation from the manufacturer that names the replacement product or model.

19.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

19.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

19.5. Documentation from the manufacturer confirming the price for the replacement item.

The Deputy Aviation or Aviation Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

20. **TRANSITION OF CONTRACT:**
At least thirty days prior to the expiration or termination of this Contract Contractor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Contractor will, without limitation, provide important information to the successor Contractor and the City to ensure continuity of service at the required level of proficiency. Contractor agrees to provide to the city all files in ASCII format (or other city-designated format), supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of vendor. The provisions of this section will survive the expiration or termination of this Contract. Within the City’s sole discretion, the vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.
21. **STORAGE SPACE:**
The Contractor may store supplies, materials and equipment in a storage area on the City facility premises designated by the Department name representative during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the Department name representative.

No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public.

Hazardous chemicals such as solvent based strippers and cleaners will not be stored on City property.

If storage is in an electrical closet, a minimum of 36 inches shall be provided in front of all electrical panels. The width shall be a minimum of 30 inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or 30 inches, whichever is greater. In all cases, the work space shall permit at least a 90 degree opening of equipment.

22. **OSHA LAWS AND REGULATIONS:**

22.1. **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:

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

22.1.2. Notification procedures.

22.1.3. Response coordination procedures between Contractor and the City.

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

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

22.2. **Hazardous Materials Storage and Labeling Specifications:** Contractor shall, to the satisfaction of the City of Phoenix’s environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:
22.2.1. Have a designated storage site for hazardous material, which includes secondary containment.

22.2.2. 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.

22.2.3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

22.3. Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:

**OSHA Guideline Compliance**

22.3.1. *Material Safety Data Sheets* – Contractor shall furnish to the ADR copies of Material Safety Data Sheets (MSDS), or 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.

22.3.2. *Labeling of Hazardous Materials* – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers.

22.3.3. *Caution Signs* – Contractor shall 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.

22.3.4. *OSHA Guidelines Blood Borne Pathogens* – Contractor shall 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 shall be responsible for compliance on date of Contract acceptance and shall provide proof to the ADR.

22.4. Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the ADR, upon commencement of this Contract, and reviewed by the Aviation Department Safety Analyst for verification.
22.5. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

22.6. 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.

22.7. Non Hazardous Materials Labeling Specifications: The Contractor shall 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.

22.8. 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.

22.9. Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City’s environmental representative. The Contractor shall also provide the City’s environmental representative with copies of all permits obtained from environmental regulatory agencies.

22.10. Contractor Training Requirements: The Contractor shall 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.

22.11. 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.

23. **WARRANTY:**
All equipment supplied under this Contract shall be fully guaranteed by the Original Equipment Manufacturer for a minimum period of one (1)-year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Original Equipment Manufacturer (including parts and labor) without cost to the City.
24. **SPECIFICATIONS:**
The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

25. **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 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.

25.1. **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.

25.2. **Additional City Rights Regarding Security Inquiries**
In addition to the foregoing, the City reserves the right but not the obligation to:

25.2.1. 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;

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

25.2.3. unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and
25.2.4. object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

25.3. 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.

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

25.5. 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 II 6.3 of this Contract, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section II - 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.

25.6. 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 pursuant to Section IV item #42 Audits.
26. 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.

26.1. 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

26.2. 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.

26.3. 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.

26.4. 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.
26.5. **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:

26.5.1. Contract Worker gains access to a City facility(s) without the proper badge or key;

26.5.2. Contract Worker uses a badge or key of another to gain access to a City facility;

26.5.3. Contract Worker commences services under this Contract without the proper badge, key or Background Screening;

26.5.4. 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

26.5.5. 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. 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 business days from the date notice of default is sent by the City. The parties agree that Contractor’s failure to properly cure any default under this Section shall constitute a 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 further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months, or three breaches by Contractor of this Section arising out of the same default within a period of 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, but not limited to, termination of this Contract.
SECTION III – SPECIAL TERMS AND CONDITIONS

27. SECURITY
Violation of any of the following security rules will be sufficient cause for the City to forbid the person or persons from working in any City facilities. The security rules are as follows:

27.1. Employees shall keep the facility locked at all times.
27.2. Employees shall not allow unauthorized person to enter the facility (an authorized person is a person known by the Contractor to be an employee of the City, or a person known to be authorized by the facility manager, or person who can show proof of identification as proof of employment by the City).
27.3. Employees shall not allow guests in the City facility.
27.4. Employees shall not allow children into the City facility.
27.5. Employees shall not open any desk, file drawer or cabinets.
27.6. Employees shall not use the telephones except in emergencies.
27.7. Employees shall not use office equipment under any circumstances.

28. BADGE AND KEY FEES
The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon 30 days prior written notice to contractor.

Initial Badge Fee: $55.00 per application
Replacement Badge Fee: $55.00 per badge
Lost/Stolen Badge Fee: $55.00 per badge
Replacement Key Fee: $55.00 per key
Replacement Locks: $55.00 per lock
SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

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

2. INSURANCE REQUIREMENTS:

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

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

- 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.”

- Policy must not contain any exclusions for operations on or near airport premises.

2.1.2. Automobile Liability

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit (CSL)</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

- 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.”

- Policy must not contain any exclusions for operations on or near airport premises.

2.1.3. Worker’s Compensation and Employers’ Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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

2.1.4. Contractor's Pollution Liability:

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

<table>
<thead>
<tr>
<th></th>
<th>Per Occurrence</th>
<th>General Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

• The policy should be written on an “occurrence” basis with no sunset clause or if written on a “claims-made” basis, it must be maintained for a period of not less than 8 years with the retroactive date to be prior to or held constant with the date of this contract.

• Such insurance must name the City of Phoenix and its subsidiaries and affiliates as Additional Insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

• The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the scope of services of the contract. The policy should include the following coverages:
  o Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
  o Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
  o Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by Pollution Conditions and giving rise to Clean-Up Costs.
  o Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
o Asbestos or lead – no exclusion
o Mold coverage
o Transportation cargo
o Non-Owned Disposal Site coverage

- Should any of the work involve treatment, storage or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.

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

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

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

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix Aviation Department Contracts and Services Division, 2485 E. Buckeye Rd., Phoenix, AZ 85034.

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

6. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

All subsequent and renewal certificates of insurance and endorsements shall be sent directly to:

City of Phoenix, Aviation Department
c/o EXIGIS Insurance Compliance Services
PO Box 4668 – ECM #35050
New York, NY 10163-4668
Email: certificates-cityofphoenix@riskworks.com

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

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

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

1. INTRODUCTION:
The City of Phoenix Aviation Department (“Aviation”) owns and operates the Phoenix Sky Harbor International Airport (“PHX”), Deer Valley Airport (“DVT”) and Goodyear Airport (“GYR”). Phoenix Sky Harbor International Airport is America’s Friendliest Airport® and we strive to deliver a world class experience to every customer. PHX served over 43 million passengers in 2017, making it the 11th busiest airport in the nation, serving more than 1,200 aircraft arrivals and departures and approximately 120,000 passengers on a daily basis.

The Aviation, Facilities and Services Division, is seeking the services of a qualified Contractor to provide Passenger Boarding Bridge (PBB) maintenance and repair at PHX. The Contractor will manage and service the PBB system and is required to have the PBB system fully operational 24/365. The Contractor will provide preventative maintenance to ensure the protection of all passengers, peak performance and minimal downtime. Equipment includes but is not limited to: passenger boarding bridges, pre-conditioned air, 3.5 and 7 ton HVAC units, ground power units, and portable water units.

2. MINIMUM QUALIFICATIONS:
Contractor must have must have been in operation a minimum of five (5)-years. The Contractor’s normal business activity during the past five (5)-years will have been for providing the goods or services in this solicitation.

3. LICENSE REQUIREMENT:
For the scope of services requested in this solicitation, at a minimum a current Arizona Commercial Contractor License Classification ROC-B1 type C is required pursuant to the Arizona Registrar of Contractors at a minimum. License(s) must be in Contractor's possession at time of submittal, in good standing and remain valid for the duration of the contract.

4. ALL INCLUSIVE PRICE:
Pricing will be all-inclusive, loaded, firm, fixed price: Any price or cost bid which is not subject to increase during the period specified. Price must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, repairs, parts, delivery of parts, Engineering Changes, Preventive Maintenance, cables, labor, supervision, managerial support and all documents, forms, and reproductions thereof. Contractor's personnel shall not be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner or other breaks. The City will not reimburse hourly minimums of multiple hours or other combinations; all items must be included in the All-Inclusive, Loaded, Firm, Fixed Price.
5. **PHX GATES / CONCOURSES:**
The PHX gates to be maintained and repaired are:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GATE NAME</th>
<th>GATE NUMBERS</th>
<th>PBB Qty.</th>
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<tbody>
<tr>
<td>1.</td>
<td>T3 North</td>
<td>Gates E1 – E10</td>
<td>10</td>
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<tr>
<td>2.</td>
<td>T3 South</td>
<td>Gates F1 – F12</td>
<td>12</td>
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<td></td>
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<td>(Note: Gates F11 &amp; F12 will be</td>
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<td>added at a later date)</td>
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<tr>
<td>3.</td>
<td>T4-N4-IC</td>
<td>(Gates 23 – 28)</td>
<td>6</td>
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<tr>
<td></td>
<td>International Concourse</td>
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5.1. Commencing on October 1, 2018, ONLY T3 South will be maintained and repaired.
5.2. Commencing on July 1, 2019, T4-N4-Internation Concourse will be maintained and repaired.
5.3. Commencing in November 2019, this Contract will include maintenance and repair for T3 North, T3 South, and T4-N4-International Concourse.
5.4. Gate Equipment Configuration and Descriptions can be found on Attachment D
5.5. Maps of each concourse are provided, refer to:
   3.5.1. Attachment A – Terminal 3 North
   3.5.2. Attachment B – Terminal 3 South
   3.5.3. Attachment C – Terminal 4 International
5.6. Service locations and dates are subject to change.
5.7. Gate schedule will be given provided to contractor to determine best times to perform scheduled maintenance to all equipment at each specific gate.

6. **GENERAL REQUIREMENTS:**
The Contractor must furnish all labor, parts, equipment and supplies necessary to maintain, inspect, repair, clean, adjust and lubricate Passenger Boarding Bridges, Pre-Conditioned Airs, Auxiliary Power Units, Potable Water Systems, and all equipment associated with these systems. This shall include replacement of defective and/or obsolete parts, in accordance with all the terms, conditions, provisions and specifications contained herein. This includes performing all work and safety tests as required by the United States Code/Canadian Standards Association (USA/CSA codes), Occupational Safety and Health Administration (OSHA), American Institute of
Steel Construction (AISC), American Welding Society (AWS), American Society for Testing and Materials (ASTM), Society of Automotive Engineers (SAE), National Electrical Manufacturers Association (NEMA), National Electrical Code (NEC), Underwriters Laboratories (UL), Underwriters Laboratories of Canada (ULC) and National Fire Protection Association (NFPA) specifications. Contractor must work in accordance with this Contract and must:

6.1. Provide safe, clean, reliable, efficient and operational equipment;
6.2. Equipment must meet industry, safety, and operating standards;
6.3. Provide uninterrupted services to PHX;
6.4. Ensure appropriate staff is maintained at all times;
6.5. Preventative Maintenance program, as specified in the Original Equipment Manufacturer (OEM) (current Mfg. is John Bean Technology ("JBT")) Passenger Boarding Bridge equipment maintenance manual;
6.6. Key personnel must provide maintenance services in a professional manner, be well trained, highly motivated and delivery seamless customer service to the airlines, public, and all airport staff;
6.7. Furnish all other necessary resources to fulfill all requirements and satisfactorily perform all services described in this Contract in a safe, orderly, timely, efficient, and workmanlike manner. Contractor shall provide any additional resources to fulfill the requirements at no additional cost to the City;
6.8. Agree not to assign or subcontract any of the work or obligations required under this contract without first obtaining the written consent of the City, which may be withheld for good cause;
6.9. Agree to be fully responsible for the acts and omissions of persons directly employed or of any subcontractor;
6.10. Agree that any and all additional services considered as necessary by the Contractor must be authorized by the ADR prior to the commencement of the service. The City will pay an hourly rate as listed in Section V - Optional – Hourly Service Rate and will then be paid in tenths of an hour for on-site service. Labor time period will be from "check in" and "check out" at the City on-site location or with the ADR;
6.11. Agree that the City will not be responsible nor will it reimburse for travel hours, mileage, Contractor's equipment, licensing, permits, overhead, environmental disposal or any other incidental fees;
6.12. Agree that repairs under this contract must be scheduled according to gate schedule due to the business requirements of Aviation. Contractor shall perform the work at no additional costs to the City. Any changes to the established schedule must have prior approval from the ADR;
6.13. Agree that the City may, at their option, (and with 30-day written notice), change the equipment list covered under the contract by adding or removing equipment;
6.14. Agree that the City or its representative must, at all times, have the right to make inspections of the equipment and the work of the Contractor. The Contractor agrees to perform maintenance work and make repairs deemed necessary by the ADR. The Contractor also agrees to provide the necessary
labor to facilitate these inspections at no cost to the City of Phoenix. Corrections not completed within 48 hours may subject contractor to liquidated damages. In the event corrections are not completed within 15 days, the City may terminate the contract for default and employ a new Contractor to make the correction at the original Contractor’s expense;

6.15. Cooperate in all respects with City representatives;
6.16. Attend monthly meeting, or attend meetings as required by the ADR.

7. **SERVICE EXPECTATIONS:**

The Contractor is required to provide PBB maintenance and repair services in compliance with the following areas, but not limited to:

7.1. Provide all necessary labor and materials to maintain and repair equipment in accordance with the OEM manuals for each piece of equipment. The manual may be updated on an annual basis, at the discretion of the City;

7.2. Obtain all technical documentation necessary for maintenance and repair of each type of equipment and will provide electronic copies of all documentation to the ADR. The City will provide any available documentation, which can be released without restriction, but it will be the Contractor’s responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime;

7.3. Secure both non-proprietary and proprietary repair and maintenance parts from all major passenger boarding bridge manufacturers including JBT to ensure completion of all necessary services and repairs;

7.4. Contractor must certify their understanding and ability to obtain parts and all items, including proprietary components such as motors, gear boxes, ball screw drives and other special parts, not stocked locally, shall be delivered and installed within 48 hours, or Contractor may be subject to liquidated damages. Any such delivery shall be at no additional cost to the City;

7.5. Examine, maintain, adjust, lubricate, test, repair or replace the following covered items worn due to normal wear:
   7.5.1. Passenger Boarding Bridges
   7.5.2. Pre-conditioned Air
   7.5.3. Three and a half (3.5) and seven (7) ton HVAC
   7.5.4. Ground Power Units
   7.5.5. Potable Water Units
   7.5.6. All other supporting equipment and hardware, mechanically and electrically from the breaker boxes out.

7.6. Provide temporary power and/or temporary lights in the event a repair needs to be made in an area that is inadequately illuminated or with inadequate power;

7.7. Provide vehicles which are serviceable and in good condition. The City will not provide or reimburse Contractor for any expenses, including fuel, for these vehicles. The City reserves the right to reject a Contractor-supplied vehicle that does not adequately satisfy the City's quality standards (e.g., lighted beacon, flag, and company insignia). Contractor vehicles shall be clearly identified with the company name on both sides of vehicle;
7.8. Provide all required traffic control without limitation, including, manpower, barricades, signs, lights, permits, and clean-up;

7.9. Provide for the proper transportation, receiving, unloading, and disbursement of its equipment, including protection of same

7.10. Annual clean-down for all exteriors of the passenger boarding bridges. Contractor is required to present the schedule for this work to the ADR within thirty (30) calendar days after award of contract. A clean-down is defined as an intensive cleaning of the exterior and all related equipment. This includes, but is not limited to, pressure washing and cleaning the top and sides of tunnels and cab. Contractor shall coordinate equipment shutdown for this cleaning with the ADR prior to commencing work.

7.11. Maintain effective communication and coordination with the City, including timely and effective use of e-mail, telephones, faxes, etc., to ensure all stakeholders are aware of current equipment status, planned outages, injuries, vandalism, etc.

7.12. Perform the bulk of the preventative maintenance according to gate schedule. Any preventative maintenance performed during peak hours must be approved by the ADR;

7.13. Schedule annual preventative maintenance (PM) to comply with OEM requirements;

7.14. Follow the JBT schedule when performing preventive maintenance, testing and inspections for the entire year. At the end of each month an itemized list of work performed shall be documented and submitted to the City via CMMS.

7.15. Preventive maintenance and non-scheduled maintenance tasks must be coordinated with and scheduled around the daily requirements of site specific operations. Any major outages or repairs must be communicated to the Command Center and ADR immediately.

7.16. Maintain all work areas in a clean and safe condition, including removing all office waste, and removing refuse generated in the maintenance and repair of the PBB and Auxiliary Equipment. All such refuse shall be transported by Contractor for proper disposal.

7.17. Immediately provide the City with complete, legible copies of all regulatory documents including, without limitation, notices, violations, citations, and complaints, received by Contractor that pertain directly or indirectly to this Contract.

7.18. Being responsible for all repairs and maintenance from the main disconnect (the City will provide power to the main disconnect).

7.19. Keeping the equipment maintained to operate at the original speed, keeping the original performance time, including acceleration and deceleration as designed and installed by the manufacturer.

7.20. Being responsible for loss or damage if, due to the fault or neglect of the Contractor, his agents, or employees, any of the City property, equipment, stock or supplies are lost or damaged during performance of this Contract. At the City’s discretion it may require that the Contractor replace all property or reimburse the City for the full value of the lost or damage property.
7.21. Discuss status of damage, repairs, and maintenance with the ADR or designee. At no time shall the Contractor discuss the nature of the above mentioned to clients, guests, or anyone without the approval of the ADR.

7.22. Immediately report any witnessed misuse or abuse to Passenger Boarding Bridges and auxiliary equipment to the ADR.

7.23. Provide at a minimum, an annual report listing any industry changes or recommendations to improve operation of Passenger Boarding Bridge equipment. Additionally, based on Contractor’s experiences with and knowledge of the equipment, Contractor shall have recommended changes to the Auxiliary Equipment to improve maintenance services or to extend the life of the equipment. Such recommendations shall be provided to the ADR for review and consideration, whenever they are identified.

7.24. Maintain a call center or single point of contact which is answered 24/365 for customer support of the City and to generate work orders and dispatch technicians as needed. The call center shall be capable of answering multiple calls at once and dispatching technicians if multiple issues arise.

7.25. Make available qualified Mechanic to support other building system trades as needed for regular tests and inspections and for facility maintenance activities, at no cost to the City. (Mechanical, etc.)

7.26. COMPLETION TIME

7.26.1. Maintenance under this Contract shall be provided at a constant, high quality level to properly protect all Passenger Boarding Bridge equipment from deterioration and to provide constant peak performance of all equipment, resulting in a minimum of down time for any portion of the systems. Removal of equipment from service for inspections, trouble shooting, minor or major repairs shall be coordinated to not negatively impact department operations. Any routine service on all other Bridges which requires more than one (1) Bridge or Accessory to be taken out of service shall be accomplished outside of regular hours. This work shall be coordinated by the ADR. After hours and weekend work required by this section shall be at no additional cost to the City.

7.26.2. If for any reason a PBB should be out of service for more than 60 minutes, the Contractor shall notify the City of his/her authorized representative when the Passenger Boarding Bridge was taken out of service, the reason why and what time the unit is expected to be put back in service for proper and safe operation.

7.26.3. The Contractor must ensure that if the Passenger Boarding Bridge is shut down or fails to operate, the contractor will return the equipment to service with as little delay as possible. When any equipment is shut down or fails to operate, the Contractor shall notify the Command Center that, that specific gate is not available. The City will then notify the Gate Scheduler that it is temporarily “Out of Service”.

7.27. SERVICE DELIVERY SUMMARY AND DEFICIENCIES:

7.27.1. Contractor shall be responsible for the professional quality, technical
accuracy, and coordination of all services furnished under this Contract. Contractor shall, without additional compensation, correct or revise any deficiencies in the services at the earliest possible time, with approval from the ADR.

7.27.2. Some Services required under this Contract are time-sensitive and cannot be effectively delivered at a later time. The City has sole authority to determine whether a service deficiency is time-sensitive. The City will give written notice to Contractor of deficiencies in time-sensitive service items within twenty-four (24) hours of discovering the time-sensitive service deficiency.

7.27.3. Contractor agrees to reimburse the City, within fifteen (15) days of demand, for 100% of all fines/fees levied against the City when those fines/fees can be attributed to services that Contractor performed or failed to perform.

7.27.4. Periodic Contract Performance Evaluations will be completed by the ADR. Evaluations will include the following:

8. RESPONSE AND REPAIR REQUIREMENTS:
8.1. Maintenance service that does not require Passenger Boarding Bridge Equipment be taken out of service shall be coordinated and performed around business activities.

8.2. Repairs should be completed within forty-eight (48) hours. Repairs requiring more than forty-eight (48) hours shall be brought to the attention of and approved by the ADR.

8.3. No more than one (1) Passenger Boarding Bridge or Accessory shall be taken out of service at any one time for routine, regular, or scheduled services without prior approval by the ADR.

8.4. PBB Response Times- Contractor shall respond within one (1) hour for both T3 North and South and T4-IC.

9. WORKMANSHIP AND MATERIAL:
9.1. Contractor will be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work of the Contract. The City of Phoenix reserves the right to solicit the services of a third-party inspection firm to verify Contractor's work or recommended work order requirements prior to work being performed.

9.2. Upon request, Contractor must submit samples of materials, test reports, drawings to be used in maintenance and repair of all equipment to the ADR for approval.

9.3. All maintenance and repair shall be performed by a City approved, factory-trained, and OEM certified personnel under the supervision and direct employment of the Contractor.

9.4. Sub-Contracted work must be approved by the ADR, the subcontractor must perform work in a good and workman-like manner and in accordance with the Contract. Contractor shall supervise and direct the work.
9.5. Contractor must protect the buildings, materials, equipment and all persons from damage and injury in every way possible, and shall be responsible for any damage or injury due to his failure to provide this protection. Contractor's personnel shall be aware of and provide proper safety precautions such as barricades while working on Passenger Boarding Bridge equipment.

9.6. The City shall have access to the premises at all times, and shall have the right to stop, alter, or in any way affect the progress of the work if it is not being performed in conformity with the contract plans, manufacturer's maintenance manuals, or specifications.

9.7. The ADR will decide on all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the ADR, performance becomes unsatisfactory, the City will notify the Contractor.

9.8. In addition to the guarantees provided by component manufacturers of products utilized for maintenance, Contractor shall guarantee that all materials, components, equipment and accessories installed shall perform for a minimum period of one (1) year without failure due to manufacturing defects, product misapplication or improper installation.

9.9. Contractor will be responsible for maintaining the exterior of the machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The cleaning of the interior of the Passenger Boarding Bridges and walkways, are excluded from this Contract. Cleaning of exterior of Passenger Boarding Bridges and Walkways, and all surfaces including glass and metal surfaces are included with the Annual PM. Or sooner, if expressed by the ADR that certain bridges require exterior cleaning due to weather, dust storms, etc.

9.10. All materials, tools, equipment, etc., shall 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 shall be corrected immediately and the work area left in a safe condition at the end of each work day.

9.11. Contractor shall be responsible for giving immediate written notice to the City of any condition, which he discovers, that may present a hazard to either the equipment or passengers.

9.12. REPLACEMENT PARTS:

9.12.1. Contractor must furnish and install all replacement parts required, including replacement of obsolete parts, and upgraded parts, both of a major and minor nature, which cost will be included in the monthly price This includes those that may be required by federal, state or local regulatory agencies. All parts shall be per the original manufacturer's design and specifications or proven acceptable alternates and deemed acceptable by the ADR.

9.12.2. Materials to be used will be new and specifically designed for the PBB equipment on which they are to be used. If requested by the ADR, all unusable parts must be returned to the City upon completion of repairs.
9.12.3. Contractor must maintain adequate inventory of parts, lubricants, and tools to maintain the PBB equipment as detailed in this contract.

9.12.4. The City may at their discretion choose to supply parts from City-owned, inventoried parts and request the Contractor replenish all parts drawn from the stock. Contractor shall schedule its own supply deliveries and shall arrange to have deliveries made during loading dock hours and ensure staff is available to receive. Contractor shall provide equipment for the proper transportation, receiving, unloading, and disbursement of parts and materials, including protection of same. Some storage may be provided for Contractor parts.

9.12.5. Replacement parts include any part that may be defective due to normal use or wear and tear of the Passenger Boarding Bridges and Auxiliary systems and all parts that become obsolete. These specifications place the responsibility for preventative and remedial maintenance, including the replacement of all parts with the Contractor.

9.12.6. The use of an alternate or substitute item will be allowed, subject to the following:
   a. Contractor may submit a written request of alternate materials for acceptance. The request shall include all information necessary for proof of equality and suitability for substitution. The Contractor shall submit samples upon City request.
   b. The ADR will evaluate the information submitted, perform tests when necessary, and make comparisons. The City's authorized representative will then make the final decision as to the acceptability of the alternate.

9.13. SPARE PARTS / RECOMMENDED EQUIPMENT:

9.13.1. OEM Recommended Parts Inventory found on ATTACHMENT E.

9.13.2. Spare parts inventory: Contractor must have on hand or be able to acquire parts to maintain Passenger Boarding Bridges and Auxiliary equipment functioning at all times. Replacement parts will be kept in warehouse inventory (if needed) or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite to complete the repair within forty-eight (48) hours from the time of need.

9.13.3. Replacement parts policy: Contractor will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said party is of the same design and character. These parts must be of same specs and can be duplicated by other nationally recognized manufacturers and may be used in lieu of the O.E.M. parts, upon authorization from the City.
10. SAFETY REQUIREMENT:
In carrying out this Contract, Contractor must at all times conduct its operations in a safe manner. Contractor shall promptly take all precautions which are reasonable or necessary to safeguard against risks. Contractor shall make regular safety inspections of all equipment covered under this Contract and the tools used in the execution of this Contract, in compliance with these specifications:
10.1. Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of the contract.
10.2. Contractor shall be responsible for initiating, maintaining, and supervising safety programs in connection with the performance of this contract. Contractor shall take all necessary precautions to ensure the safety of persons, property, equipment and vehicles.
10.3. Immediately notify the City if an official in charge of compliance with the OSHA, notifies Contractor, or Contractor otherwise learns, of its intent to visit the work site.
10.4. Contractor must service and repair PBB system in compliance with the most current OEM manual and will be subject to safety inspection(s) by the City or its representatives.
10.5. Contractor must perform all inspections as required by the current specifications and must periodically examine and test all safety devices, limit switches, proximity switches, etc.
10.6. Contractor will conduct required tests on equipment not in compliance, within 30 days of Notice to Proceed.
10.7. Safety tests shall be conducted in the presence of the City of Phoenix quality inspector. The ADR must be notified and be allowed to attend scheduled tests.
10.8. Contractor, their mechanics, and other personnel must practice safe work habits and comply with the latest OSHA guidelines, standards, and regulations and Contractors Employees Safety Handbook.
10.9. The repeated failure of any Contractor employees to follow the rules of the Safety Program or to otherwise comply with applicable safety requirements shall be the basis for removing such employee from work on the contract. The ADR must be notified immediately.
10.10. Contractor must have an established, system-wide safety program which will identify, minimize, eliminate, and control safety hazards and their attendant risks. The safety program shall establish appropriate requirements, levels of responsibility, accountability, and method of documentation.
10.11. The safety program, which may be revised from time to time, must be kept current and on file at all times with the ADR. The Safety and Protection Plan must be reviewed and updated upon request by the City but under no circumstances will this be less than annually. At a minimum, the safety program shall address the following:
10.11.1. Overall approach to safety.
10.11.2. Environmental protection.
10.11.3. Property protection.
10.11.4. Health protection and use of personal protective equipment to perform scope of work.
10.11.5. Fire prevention and protection.
10.11.6. Systematic review of hazards and action plan to avoid identifiable hazards.
10.11.7. Procedures for the assessment of preventable and unpreventable accidents.
10.11.8. Documented Safety & Health Program in accordance with 29 CFR 1904 (Recording & Reporting Occupational Injuries & Illnesses), and in accordance with 29 CFR 1910 (General Industry Occupational Safety & Health Standards).

10.12. Contractor shall complete work in accordance with the NFPA-70E or latest version accepted by the City. The Contractor shall ensure that their Mechanics on City property are in compliance with the NFPA 70-E safety policy when working around energized electrical circuits.

10.13. Provide and maintain all safety equipment/devices, personal protective equipment (PPE), and clothing as required for its personnel.

10.14. Lock out Tag out must be rigorously practiced and enforced when working on equipment.

10.15. Aisles, passageways, alleyways, entrances, exits, and access to fire protection equipment must always be kept unobstructed.

10.16. The City reserves the right, at its sole discretion, to inspect all areas and direct Contractor to make immediate corrections if any safety hazards are identified.

10.17. In the event the City elects to stop work due to any hazard after Contractor has been notified and provided reasonable time to correct, Contractor shall bear all costs for eliminating the hazard and shall not be granted compensation for the work stoppage. Contractor shall pay all additional expenses.

11. VOLATILE ORGANIC CHEMICAL REQUIREMENT:
Contractor shall use only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical limitations rule(s) published by the U.S. Environmental Protection Agency.

12. HAZARDOUS WASTE REQUIREMENT:
12.1. Contractor in compliance with federal, state, and local laws governing hazardous waste storage and disposal is responsible for collecting, recycling, and disposing off-site the hazardous and toxic waste.

12.2. Contractor shall provide upon request to the ADR with documentation of hazardous materials or wastes that are collected, handled, generated, or disposed of by Contractor's operations. The documentation shall demonstrate the adequacy of the handling and disposal operations used by Contractor and will demonstrate that Contractor activities will not result in contamination of City property. Contractor's submission of documentation to the ADR does not represent the City's approval of Contractor's handling or disposal of hazardous...
materials or waste.

12.3. In the event of a spill, Contractor must notify the appropriate Emergency Services; for the Airport call (602) 273-3311, and Lisa Farinas at (602) 722-6173. Contractor will be responsible for all clean-ups, site remediation and disposal costs, including hazardous waste response teams that may be required at the site.

12.4. Unless otherwise approved in writing by the ADR in advance, Contractor shall remove all hazardous waste materials from the Airport at the end of each workday.

12.5. Contractor will store all onsite supplies in a fire-resistant metal storage cabinet.

12.6. Secondary containment is required for all chemicals and waste (110% rule).

12.7. Appropriate containers are required for used (solvent) rags.

12.8. A label spill kit is required.

12.9. Emergency Response Information must be posted.

13. **QUALITY CONTROL PROGRAM:**

13.1. Contractor shall adhere to a Quality Control program which complies with the following, at a minimum:

13.1.1. Providing a proactive approach to monitor work performance to ensure compliance with this Contract’s requirements.

13.1.2. Providing documentation and forms to record inspections and corrective actions performed.

13.1.3. Comply with ADR per the inspections, audits and requests


13.1.5. Comply with ADR, per the inspections, audits and requests

13.1.6. Comply with City Audit of Contract Performance and Compliance

14. **STAFFING REQUIREMENTS:**

14.1. Contractor must have adequate personnel to fulfill the service requirements in accordance with this Contract.

14.2. Contractor must be responsible for the conduct, demeanor and appearance of their personnel, and, if any, the staff of its subcontractors.

14.3. Contractor must determine appropriate staff levels and have provisions to cover vacations, sick days, training time, etc.

14.4. Contractor’s personnel must work in harmony with all other elements of labor employed, or to be employed on the work.

14.5. Contractor must instruct its employees to comply with all rules and regulations of City of Phoenix.

14.6. Contractor personnel shall at all times while on the job site, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or illegal drugs, possessing and/or consuming alcohol and/or illegal drugs, gambling, soliciting, stealing, taking photographs, digital images, or video (unless fulfilling the requirements of this Contract), and any immoral or otherwise undesirable conduct shall not be permitted on the job site and shall result in immediate and
permanent removal from the job site of any personnel engaging in such conduct. Smoking will be allowed in designated areas, as required per the City’s Ordinance.

14.7. Contractor must discharge employee(s) who appears to the City to be disorderly, careless, or incompetent or to be employed in violation of any of the terms of this Contract, upon request from the ADR.

14.8. Contractor will provide the City with a list of qualified and trained employees scheduled to work under this Contract prior to any performance thereunder. This list will be updated as required, by adding new employees’ names and identity numbers (badge). Personnel and payroll records shall be maintained by Contractor and made available to the City upon request.

14.9. Contractor's employees shall be 18 years of age or older, be a United States citizen or possess the necessary authority from Immigration and Naturalization Service to be employed at the site, satisfactorily complete a background check and alcohol and drug testing performed by Contractor at Contractor's expense, and possess sufficient computer skills and software knowledge to perform data entry, queries, downloads.

14.10. Leads must have a minimum of five (5) years' experience as a Passenger Boarding Bridge Mechanic on the specific type and complexity of equipment outlined in this solicitation.

14.11. Apprentices must have a minimum of three (3) years' experience.

14.12. Mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of this equipment.

14.13. Contractor shall supply identifying uniforms for staff and shall require the same of any subcontractors. Uniforms must comply with OSHA and NFPA 70E rules and regulations (if required).

14.14. Contractor's field personnel must wear uniforms that are clean, neat, and free from tears, holes, frayed edges, which uniquely identifies the employees as providing Passenger Boarding Bridge equipment services. Uniforms must consist of a top with company logo and pants, or City approved alternate. If jackets or sweaters are worn, they must coordinate with the uniform and bear clearly the company identification. Open-toed shoes, shorts, skirts, dresses, and non-company logo hats are not acceptable.

14.15. Contractor employees shall adhere to the department Security ID/Badge and Access requirements, Citywide Administrative Regulations, and City of Phoenix guidelines. Violations of these requirements may warrant cause for suspension and/or termination of service.

14.16. The dedicated on-site foreman and technician will be required to attend any operational, planning, scheduling, etc., meetings, and City provided training classes as requested by the ADR.

14.17. The City reserves the right to give direction directly to the on-site technician and is not obligated to call the Contractor's call center to report service calls. The on-site technician is to take direction(s) only from the ADR, Maintenance/Planner/Scheduler (M/P/S), Command Center, or designee.
14.18. Time assigned on-site including the foreman, administrator, and lead mechanics shall not differ from those proposed as part of the proposal without the prior written approval of the ADR.

14.19. **KEY PERSONNEL:**

14.19.1. Contractor will designate a qualified and experienced full-time, local Contract Manager, subject to City review and approval. This person shall have a strong safety record and knowledge of Passenger Boarding Bridges and auxiliary equipment, with excellent working knowledge of the contract requirements and processes within city facilities. They must have full authority to act for Contractor and serve at all times to carry out all the provisions of this Contract. The Contract Manager shall be in charge of and have overall responsibility for the work to be carried out under this Contract and, as such, shall devote his/her time exclusively to this task. The Contract Manager shall possess strong skills directly related to the operation, maintenance and repair of all PBB and Pre-Conditioned Air (PCA’s), Ground Power Unit (GPU’s) and Portable Water Cabinet (PWC’s) and shall be available at all times to attend regularly scheduled and/or on-demand meetings, tours and inspections requested by the City. Additionally, they shall be available for calls twenty-four (24) hours a day, seven (7) days a week.

14.19.2. Contractor shall provide the City with telephone numbers, e-mail addresses, cell phone numbers (if applicable) and mailing addresses for its key personnel as required by the City. Contractor shall further provide the City with telephone numbers, e-mail addresses cell phone numbers (if applicable) and mailing addresses for all third-party or OEM technical support utilized in the operation, maintenance and repair. The City shall have the right, in its sole discretion, to approve or reject any key personnel selected by Contractor at any time.

14.19.3. **FOREMAN/LEAD:** Anytime the Contract Manager is not on site personnel must be supervised by a Foreman/Lead, who is trained and knowledgeable about this Contract. The Foreman/Lead must have full authority to act on the Contractor’s behalf to carry out the provisions of this Contract.

15. **TRAINING:**

15.1. Contractor shall implement an ongoing and comprehensive training program to equip and retain a knowledgeable and efficient work force. The training program shall ensure personnel are trained and certified, as necessary, in accordance with federal, state, and local requirements, to perform all services required under this Contract. Contractor shall provide its contract workers with written training material, classroom training, and hands-on training in the field as necessary to enable them to carry out their respective responsibilities.

15.2. Contractor must also provide additional training specific to the operational requirements under this Contract; Specifically provide training on Airport rules and regulations, and Airport Notices of Violation. Consistent evaluation of
training related to contract performance should be conducted, followed by associated adjustments in training to address any deficiencies.

15.3. PBB/GPU/PCA Operator Training- Contractor shall provide operational training to personnel to include but not limited to City staff and Airlines as determined by the ADR on an as needed basis.

16. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS):

16.1. Contractor shall provide, implement, and maintain a CMMS subject to City review and approval. Contractor shall maintain, at its sole expense, software licenses, upgrades, patches, etc., for the CMMS for the duration of the Contract. Contractor must provide at least three (3) generic access "seat" on the CMMS for the City's read-only access. The City will retain ownership of all data contained within the CMMS, and any necessary hardware for the purpose of accessing the data, upon termination of this Contract. All supporting documentation must be available to the City for review at all times. Contractor shall supply reports from the CMMS to the City, upon request, within 24 hours.

16.2. The CMMS must meet the following criteria:

16.2.1. Be web-based and hosted and not require any additional on-site hardware or software to run an on-line system.

16.2.2. Be able to export data to a City-approved format.

16.2.3. The City prefers a Sequel (SQL) Server and virtual machine environment be utilized.

16.2.4. The City will require the ability to create custom reports and perform archiving functions.

16.3. Contractor shall use the CMMS to perform the following:

16.3.1. Generate work orders for all service calls, vandalism, corrective maintenance repairs and scheduled preventive maintenance, as applicable.

16.3.2. Upon completion of repair, Contractor will be responsible for closing out the work order by entering all relevant data in the CMMS that relates to work performed by Contractor, within forty-eight hours of performance. This data shall include the work order number, equipment number, name of mechanic(s), date of service, duration of work performance, specific repairs accomplished; quantity of parts used and associated part numbers, labor hours, date completed, and any comments necessary to explain corrective action or work performed.

16.3.3. Schedule jobs, assign personnel, reserve materials, record costs, and track relevant information such as the cause of the problem (if any), downtime involved (if any), and recommendations for future action.

16.3.4. Keep track of preventive maintenance inspections and jobs, including step-by-step instructions or check-lists, lists of materials required, and other pertinent details.

16.3.5. Record data about equipment and property, including specifications, warranty information, service contracts, spare parts, purchase dates,
expected lifetime, and any other pertinent data.

16.3.6. Manage permits and other documentation required for the processing of safety requirements.

16.3.7. Produce status reports and documents giving details or summaries of maintenance activities and other activities requiring documentation. Reports include, but are not limited to, the following:
   a. Equipment status report
   b. Shift activity report
   c. Downtime report
   d. PM schedule deviation report
   e. Fault/Reset report
   f. Critical parts inventory and usage report
   g. PM compliance
   h. Work order number
   i. Status report
   j. Accident report
   k. Failure analysis report
   l. Warranty records

16.4. Record regular callbacks, which will include the following information at a minimum:
   16.4.1. Date and time of call.
   16.4.2. Incident date and incident number
   16.4.3. Work Order Number provided.
   16.4.4. Equipment location and equipment number
   16.4.5. Description of shutdown and corrective measures taken.
   16.4.6. Class of work. (i.e., call, etc.)
   16.4.7. Parts used
   16.4.8. Time technician arrived onsite.
   16.4.9. Time Passenger Boarding Bridge was returned to service.
   16.4.10. Indication of extra charges to contract, i.e. billable due to misuse, GSE damage, vandalism, etc.

17. REPORTS:

17.1. Contractor shall keep a weekly report of its completed maintenance and inspection work performed on the PBB and all equipment. This shall be sent to the ADR on Mondays following the prior and discussed at the monthly or weekly meeting (Set up by ADR). A monthly report will be submitted with the monthly billing invoice, which includes the information listed in the CMMS section.

17.2. This report must note how many maintenance hours were used on each piece of equipment for the month. Only hours for performing routine maintenance, PM’s, and inspections should be listed, not repair hours. Technician time tickets for ALL work performed should also be included. The invoice will be considered incomplete without the monthly report and additional required documentation.
and billing will not be processed until an approvable report is received. The report shall contain the following information:
17.2.1. The location and unit identification of the equipment.
17.2.2. Date and time of starting and finishing the work.
17.2.3. Materials Used with a complete description of major component(s) repaired or replaced.
17.2.4. The identification number and/or name of the technician who performed the maintenance, inspection and/or repair.
17.2.5. Incident Response Times (when technician got the call and time they arrived at the bridge), Safety Reports, and Investigations

18. PERFORMANCE REVIEW MEETINGS:
18.1. Contractor must attend performance review meetings as scheduled by the ADR. Meeting frequency for Aviation at a minimum will be monthly. Meetings with all participating department representatives will be scheduled with the Contractor on a quarterly basis and may be adjusted as necessary. These meeting will address any problems identified, service complaints, maintenance schedule, etc.
18.2. Contractor will be required to attend an annual Yearly Performance Review conference to be scheduled by the City. This conference shall be attended by the Contractor corporate representative(s).

19. WORK SCHEDULE:
19.1. Contractor will present and coordinate with the ADR, a proposed annual schedule of work within thirty (30) days after contract award date. The schedule shall consist of the anticipated "out of service" times for each Passenger Boarding Bridge and equipment. Deviations from this master schedule, as desired by the City or Contractor, shall be made only upon approval of the ADR. The ADR reserves the right to alter the sequence of "out of service" times of equipment, as necessary, without incurring additional costs.
19.2. Requests for scheduled outages must be sent to the ADR at least two (2) weeks prior to the outage and must include a baseline schedule of outage activities. This information will be utilized to inform the facility tenants and patrons of the pending activities as required by protocol.
19.3. Work hours are defined as: Peak Hours starting at 5:00 am to 6:00 pm and Off-Peak Hours starting at 6:01 pm to 4:59 am. Hours are flexible and may be modified based on the business needs.

20. EXCLUSIONS FROM MONTHLY PRICE:
20.1. Repairs required due to negligence, accident, or misuse of the equipment by anyone other than the Contractor, are excluded from the monthly service charge. Fees for these claims may be billed per the fixed prices noted in the Section VI - Optional – Hourly Service Rate. The burden of proof shall remain with the Contractor, evidence proving the claim(s) is valid must be presented to the ADR.
20.2. Contractor shall be responsible to substantiate any service which is deemed to be "Beyond the control of the Contractor." Charges for these services must show a date and time when the service was rendered on a mechanic's time ticket and tickets must be signed and submitted to the ADR in order for the service to be honored. The information noted on each time ticket must be representative of the information entered by the contractor on the logs maintained on-site.

20.3. Contractor shall not be responsible for upgrading PBB system and related equipment to meet changes in Code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal, or other Governmental authorities.

20.4. Contractor shall be responsible for notifying the City (in writing) of the existence or development of any defects in, or repairs required to, the PBB and auxiliary equipment, which the Contractor does not consider to be their responsibility under the terms of the contract. Contractor shall furnish the City with a written estimate of the cost to correct any such defects or make the required repair. The City reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.

21. **AVIATION RESPONSIBILITIES:**

Aviation will provide or make available to the Contractor the following information/items:

21.1. Mailing addresses for City key personnel, as determined by the City.

21.2. Use of O&M manuals, if available. Contractor shall utilize these manuals, only for work being performed on City property, which shall not be removed from the site. The manuals shall be returned to the City upon termination of the Contract in the condition in which they were received.

21.3. 700 MHz radios for City-designated Contractor personnel at Aviation

21.4. Contractor office, workshop and storage space(s). The City will designate the location(s) and has the authority to relocate such areas as necessary, not to exceed twice a year, at no cost to the City.

21.5. **EXCLUSIONS:**

21.5.1. The City is not responsible for providing any technical support, troubleshooting, or problem resolution and/or any cost associated with the installation and use of software or hardware.

21.5.2. City is not responsible for Contractor owned property.

22. **CONTRACTOR RESPONSIBILITIES:**

Contractor shall not make any modifications or improvements to the job site without the prior consent of the ADR. Contractor must comply with the following requirements in City-provided space:

22.1. Keep area(s) clean and orderly at all times; free of dirt, dust, and debris.

22.2. Dispose of all waste in accordance with local, state, and federal requirements.

22.3. Keep the doors locked whenever unoccupied.
22.4. Not allow person(s) who do not possess a current security badge to remain on-site, unescorted.
22.5. Not store any items not related to the Contract.
22.6. Immediately notify the ADR of any concerns or observations related to any item in need of repair or maintenance, including, without limitation, any item that may result in disruption.
22.7. Repair or replace City-owned property damaged by Contractor, to the satisfaction of the ADR. At the City’s direction it may elect to repair or replace the damaged property and deduct such costs from monies due Contractor.
22.8. Return to the City, in good condition, all City-provided resources, including, without limitation, all security devices, keys, security badges, and all other City identification upon expiration or termination of the Contract.
22.9. Contractor must provide, at its own expense, a computer for the assigned technician for the purpose of generating reports as required by the ADR. The computer must have high speed internet connectivity capability along with MS Office software, and e-mail capabilities.

23. CONTINGENCY PLANS:
23.1. Contractor shall adhere to City contingency plans based on all modes of operation described in the O&M manuals to ensure maximum system availability during operating hours.
23.2. Contractor shall evaluate and propose improvements to existing contingency plans, and develop new or additional contingency plans as needed. These contingency plans include, but are not limited to:
   23.2.1. Disaster recovery plans for equipment failures.
   23.2.2. Terminal Evacuations.

24. MODERNIZATIONS AND ALTERNATIONS:
Modernizations or alterations to equipment may be required to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdictional requirements, insurance requirements, or to repair any equipment that may need to be modified or replaced due to flood, fire, any damage done to equipment for any reason, part failure, misuse or age.
24.1. Contractor shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing equipment.
24.2. Contractor shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
24.3. Retained components are to be examined, cleaned, and adjusted as necessary.
24.4. All removed components shall remain property of the City, until the City notifies the Contractor, in writing, they do not wish to retain. All equipment not to be retained by the City or reused by the Contractor shall be promptly removed.
from the building by the Contractor at no cost to the City, and become the
property of the Contractor. The Contractor shall make every attempt to recycle
removed equipment, which at the discretion of the ADR may be placed in the
City’s recycle dumpster.

24.5. Contractor agrees to invoice as noted in Section VI - Optional – Hourly Service
Rate for all modernization and alteration work. Contractor also understands the
City has the right to have the pricing reviewed by an PBB Consultant.

24.6. Contractor shall install barricades before any work starts and removed at
completion of project to provide protection of the general public or ramp
employees.

24.7. Contractor shall repair any damage to building surfaces and surrounding areas
if damaged during any work at no cost to the City. Contractor shall visit the
building, examine the existing conditions, power supply, mainline disconnect,
and include all work needed to ensure a fully code compliant repair, upgrade or
modernization.

25. LOST AND FOUND PROPERTY:
25.1. Contractor shall immediately turn in to the ADR all personal property found on
City property, while providing contracted services.

26. CONTRACTOR TRANSITIONS (End of Contract - Outgoing Contractor):
26.1. Contractor shall allow the City and/or successor personnel to shadow the day-
to-day operation, maintenance, and repair of all Passenger Boarding Bridges
and Auxiliary equipment for at least thirty (30) days prior to contract termination.

26.2. Contractor will continue to perform services as required by this Contract.

26.3. Contractor will allow the City and/or successor to shadow the day-to-day
operations, maintenance/repair of bridges, and equipment.

26.4. Contractor shall ensure the CMMS data, parts inventory, contingency plans,
OEM and O&M manuals, and all associated records, as well as records for all
operation, maintenance, and repair of the equipment, are turned over to the
City and/or successor personnel prior to the end of the Contract.

26.5. Contractor shall provide a list of vendors with contact information that supply
parts, material and services for the operation, including a description of which
items or services are ordered through each vendor.

26.6. Contractor's Contract Manager and other key personnel must be available for a
minimum of thirty (30) days following Contract termination in order to answer
questions as they pertain to the equipment.

26.7. Prior to the Contract expiration or termination, the City and/or its technical
representative reserve the right to thoroughly inspect the condition of all
equipment covered by this Contract, to audit the level of maintenance and
service work performed.

26.8. All deficiencies shall be corrected by Contractor prior to the Contract
termination or expiration date. If deficiencies have not been corrected by
Contractor by that date, the City will have the repairs performed by another
qualified Contractor and deduct the costs from final invoice payment.
27. **ANNUAL THIRD PARTY MAINTENANCE AUDIT:**
Contractor will hire and pay for a qualified Passenger Boarding Bridge consultant to perform maintenance audits which ensures that the equipment is being properly maintained, at the request of the ADR. Consultant must be approved by the ADR. At the conclusion of this inspection, the City will give the Contractor written notice of any deficiencies found. Contractor assistance may be required for these inspections, and the Contractor will provide such assistance at no cost to the City, which will require the following:

27.1. Consultant shall verify that selected Passenger Boarding Bridges, Pre-Conditioned Air, Ground Power Units and Potable Water Cabinets are operating according to OEM specifications and that they meet current code requirements.

27.2. Consultant will determine if the equipment meets all industry best practice performance requirements. If deficiencies or deviations from the OEM manual are found, Consultant will provide a punch list detailing items which need to be corrected.

27.3. Contractor is responsible for correcting deficiencies within 30 days, at receipt of final report, except for safety items, which must be fixed immediately and both will be at no additional cost to the City. The City has sole discretion regarding the final deficiencies list.

27.4. **Schedule:**
27.4.1. Year 1 -25% of total equipment will be inspected (7)
27.4.2. Year 2-25% of equipment will be inspected (7)
27.4.3. Year 3-25% of equipment will be inspected (7)
27.4.4. Year 4-100% equipment inspection (28)

28. **LIQUIDATED DAMAGES:**
28.1. If the Contractor fails to deliver the supplies, reports, records, equipment, parts, personnel, or perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, Liquidated Damages will apply and may be imposed by the City to the Contractor based on each observed violation committed by Contractor as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>PENALTY AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Failure to complete all schedule monthly maintenance tasks in its entirety through task completion (no pro-ration).</td>
<td>Entire monthly cost per piece of equipment.</td>
</tr>
<tr>
<td>2.</td>
<td>Any quality workmanship that has been found to be unsatisfactory by the ADR and not corrected within 24 hours will be assessed a fine.</td>
<td>Entire monthly cost per piece of equipment.</td>
</tr>
</tbody>
</table>
### SECTION V – SCOPE OF WORK

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>PENALTY AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Passenger Boarding Bridge / PCA’s / GPU’s / PWC’s Equipment out of service in excess of 48 hours (other than for approved repair)</td>
<td>$500 / per Day</td>
</tr>
<tr>
<td>4.</td>
<td>Failure to meet service response times stated in this Contract.</td>
<td>$150.00/ per Occurrence</td>
</tr>
<tr>
<td>5.</td>
<td>Employee performance issues not corrected within 24 hours of notification by ADR.</td>
<td>$150 / per Violation per Occurrence</td>
</tr>
<tr>
<td>6.</td>
<td>Recurring deficiencies of the same nature that exceed 3 in any 90-day period. As determined by the ADR.</td>
<td>$1,000 /per Violation</td>
</tr>
<tr>
<td>7.</td>
<td>Reports and Records submitted late.</td>
<td>$500 / per Day</td>
</tr>
<tr>
<td>8.</td>
<td>Failure to complete required Quarterly/Annual/Bi-Annual PM’s by due date</td>
<td>$500 / per Day Late</td>
</tr>
<tr>
<td>9.</td>
<td>Failure to complete work orders in the CMMS within 48 Hours of work performed</td>
<td>$150 / per Violation</td>
</tr>
</tbody>
</table>

28.2. 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.

28.3. Contractor will be notified by the City in writing of a violation and the Contractor will have ten (10) calendar days from the date of mailing to respond in writing. The City's notice shall include a brief narrative apprising the Contractor of the time, place, and nature of the violation and shall set forth those facts in the possession of the City substantiating the violation. Contractor's mailed response will be considered timely if post-marked within this ten (10) 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 Procurement Officer and the violation upheld or reversed in his or her sole discretion.

28.4. In the event of a contested claim to the terms of the contract by the Contractor, Contractor must submit a written letter to the ADR, communicating their disagreement and providing an explanation why they disagree. The City and the Contractor shall use their best efforts to mutually resolve the disagreement. In the event the City and the Contractor cannot resolve their disagreement within fifteen (15) calendar days subsequent to the Contractor’s timely notice, the City’s determination shall be final.

28.5. All sums unpaid after thirty (30) days shall be credited against monthly invoices once the decision upholding the violation has been made.
28.6. The City may terminate this Contract in whole or part as provided herein. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services.

28.7. Notwithstanding the aforesaid, in all instances, the City reserves the right to terminate contractor immediately upon learning of an unlawful act carried out by contractor, or of a contractor breach that puts any life or property in danger of damage or harm. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

29. **EVALUATION CRITERIA:** In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible proposer(s) whose proposal 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.

A. Operations Plan 0 – 300 Points  
B. Pricing 0 – 300 Points  
C. Qualifications and Experience 0 – 200 Points  
D. Quality Assurance Program 0 – 200 Points

**Total Available Points:** 1000 Points Maximum

29.1. **Operations Plan**
Offeror must provide an executive summary of its proposed Operations Plan, to satisfy the requirements, services, and activities in the Scope of Work, including but not limited to the following:

29.1.1. Staffing Plan  
29.1.2. Employee Training Plan  
29.1.3. Response Time Plan  
29.1.4. Tools and test equipment list for PCA and GPU  
29.1.5. Preventative Maintenance Schedule  
29.1.6. Spare Parts List

29.2. **Pricing**

29.2.1. Submit Bid Price Schedule (Section VI – Submittals)
29.3. **Qualifications and Experience**

Offeror must include a statement detailing its background, experience, and qualifications for the following:

29.3.1. **Company Overview, Qualifications, and Experience**

a. History of the business, including the date established

b. Type of ownership and legal structure

c. Length of time that the business has been providing PBB services in Large Hub Airport as determined by the FAA Evidence that the Contractor has been in business for at least five (5)-years, performing services relevant to PBB.

d. Evidence that the Offeror meets the License Requirements pursuant to the Arizona Registrar of Contractors.

e. Evidence that the Offeror can secure parts from all major PBB manufacturers. It can be in form of a letter certifying understanding and the ability to obtain parts and all items, including major components such as motors, gear boxes, ball screw drives and other special parts, not stocked locally, shall be delivered and installed within 48 hours.

f. State whether the Offeror is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments, or any other action that could have an adverse impact on the ability to provide the required RFP needs. If so, please provide the nature of the item(s) and the potential impacts.

f. State whether the Offeror has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the last 5 years. If so, explain what happened and why.

h. References:

Offeror must furnish exactly three (3) references from firms or organizations. For each reference, Offeror must provide the name of the firm or organization, the name and title of the contact person, address, telephone number, and email address.

29.3.2. **Key Personnel Qualifications and Experience**

Offeror must provide a list of the proposed key staff members to be assigned to this Contract, including their roles. Attach resumes, education, training and licenses, and certifications or registrations of the key personnel that will be assigned to this Contract. Resumes must be not more than two pages and must clearly state any experience specifically related to the SOW, years of experience providing PBB services in large hub airport, and list any similar work successfully completed.
29.4. Quality Assurance Program
   29.4.1. Offeror must provide an executive summary of its proposed Quality Assurance Program, to satisfy the requirements, services, and activities in the Scope of Work, including but not limited to the following:
   a. Proactive plan to monitor work performance
   b. Electronic record keeping system required for reports, inspections, and corrective actions (i.e. CMMS)
   c. Defined schedule and instructions for conducting inspections, audits, documentation, reporting, etc.
   d. Complaint resolution program
SECTION VI: SUBMITTALS

1. **COPIES**: Please submit one original, seven (7) 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 should 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:

<table>
<thead>
<tr>
<th>Tab 1</th>
<th>Operations Plan</th>
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<tbody>
<tr>
<td>Tab 2</td>
<td>Pricing - Section VI – Submittals and Related Documents</td>
</tr>
<tr>
<td></td>
<td>(including Offer, Acceptance, Statement of Performance Guarantee and All Required Forms and Documents)</td>
</tr>
<tr>
<td>Tab 3</td>
<td>Qualifications and Experience</td>
</tr>
<tr>
<td>Tab 4</td>
<td>Quality Assurance Program</td>
</tr>
<tr>
<td>Tab 5</td>
<td>Signed Addenda, if applicable</td>
</tr>
</tbody>
</table>

3. **OPTION FOR ADDITIONAL QUANTITIES**: By signing and submitting this solicitation, Offeror agrees that the City may purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.
4. COSTS AND PAYMENTS:
   4.1 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.
5. **BID PRICE SCHEDULE:**

5.1. **T3 North Gates**

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<tr>
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<tbody>
<tr>
<td>1.</td>
<td>E01</td>
<td>A3-60/119-125R WITH 9’6” EXTN CRDR SN33453</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>E02</td>
<td>A3-58/110-125R WITH 9’6” EXTN CORDR relocated</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>E03</td>
<td>A3-60/119-125R WITH 9’6” EXTN CRDR SN33454</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>E04</td>
<td>A3-60/119-125R WITH 9’6” EXTN CORDR Relocated</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>E05</td>
<td>A3-58/110-125R SN33447</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>E06</td>
<td>A3-60/119-125R WITH 9’6” EXTN CORDR</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>E07</td>
<td>A3-58/110-125R WITH 9’6” EXTN CORDR SN33448</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>E08</td>
<td>A3-60/119-125R SN33456</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>E09</td>
<td>A3-58/110-125R WITH 9’6” EXTN CORDR SN33449</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>E10</td>
<td>A3-60/119-125R WITH 9’6” EXTN CRDR SN33457</td>
<td>48 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL:** $  
**GRAND TOTAL:** $
5.2. T3 South Gates

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1. F01</td>
<td>A2-65/99-125R SN33441</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. F02</td>
<td>A3-68/141-125R WITH 6'6 EXTN CRDR SN33460</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. F03</td>
<td>A3-64/131-125R WITH 11'6 EXTN CRDR SN33450</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. F04</td>
<td>A3-60/119-125R SN33442</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. F05</td>
<td>A3-58/110-125R SN33445</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. F06</td>
<td>A3-60/119-125R SN33444</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. F07</td>
<td>A3-68/141-125R SN33461</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. F08</td>
<td>A3-64/131-125R SN33451</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. F09</td>
<td>A3-64/134-125R SN33443</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. F10</td>
<td>A3-64/131-125R SN33458</td>
<td>60 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11. F11</td>
<td>A3-64/131-125R SN33452</td>
<td>36 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12. F12</td>
<td>A3-68/141-125R SN33459</td>
<td>36 Months</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

GRAND TOTAL: $  GRAND TOTAL: $
### T4 International

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Gate No.</th>
<th>PBB Equipment</th>
<th>Estimated Quantity</th>
<th>Monthly Cost (Not Under Warranty)</th>
<th>Extended Monthly Cost (Not Under Warranty)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>B23</td>
<td>A3 60/119-125R</td>
<td>51 Months</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>B24</td>
<td>A3 58/119-125R</td>
<td>51 Months</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>B26</td>
<td>A3 48/86-125R</td>
<td>51 Months</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>B27</td>
<td>A3 60/119-125R</td>
<td>51 Months</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL:** $

### Optional – Hourly Service Rate

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Hourly Rate for Repairs Excluded from Monthly Rate</th>
<th>Unit Price Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Additional Service – Peak Hours 6:00 am – 6:00 pm - 24/365</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Additional Services – Off-Peak Hours 6:01 pm – 5:59 am – 24/365</td>
<td>$</td>
</tr>
</tbody>
</table>

### Optional – Parts and Equipment

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Discount (%) from List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Parts / Equipment</td>
<td>%</td>
</tr>
</tbody>
</table>
6. **CONTRACTOR LICENSING REQUIREMENTS:**

6.1. Contractor has included a copy of the Arizona Commercial Contractor’s License Classification ROC-B1 type C:

Yes ☐ No ☐

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

Licensed Contractor's Name

Class

License Number

Expiration Date
7. **YEARS IN BUSINESS AND REFERENCES:** Contractor certifies that they have provided Passenger Boarding Bridges Maintenance and Repair as listed in this solicitation for a period of __________ years.

Contractor will furnish the names, addresses, and telephone numbers of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Passenger Boarding Bridges Maintenance and Repair.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Reference</th>
<th>Telephone Number</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
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, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

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

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

Authorized Signature ________________________________ Date ________________

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 ______________________________________________________________________

Oferor Name: ______________________________________________________________________

Solicitation Number_ AVN RFP 19-001 (RX) ____________

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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
Charlene V. Reynolds
Aviation Assistant Director

_________________________________________
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.
Conflict of Interest and Solicitation Transparency Disclosure Form: This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

<table>
<thead>
<tr>
<th>First</th>
<th>MI</th>
<th>Last</th>
<th>Suffix</th>
</tr>
</thead>
</table>

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.

7. Disclosure of Conflict of Interest:

   A. City Code Section 43-34

   Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34? “An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

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

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

   State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).
Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

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

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

☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

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

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

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

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

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

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>TITLE</th>
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<tbody>
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<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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</table>

<table>
<thead>
<tr>
<th>COMPANY (CORPORATION, LLC, ETC.) NAME and DBA</th>
</tr>
</thead>
</table>
SECTION VII: EXHIBITS

Exhibit A

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. **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.
EXHIBIT B

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
EXHIBIT C
SUPPLEMENT TO EXHIBIT B

AZPDES STORMWATER GENERAL PERMIT COMPLIANCE

With the exception of discharges on Indian Country, stormwater discharges in Arizona are regulated by the Arizona Department of Environmental Quality through the Arizona Pollutant Discharge Elimination System (AZPDES) program. An AZPDES permit is required for any point source discharge of pollutants to waters of the United States. Because stormwater runoff can transport pollutants to either a municipal separate storm sewer system (MS4) or to waters of the United States, AZPDES permits are required for stormwater discharges.

The City of Phoenix (the “City”) and its Contractors are required to obtain AZPDES permit coverage to the extent that stormwater is discharged from the Premises. Coverage under the AZPDES General Permit for Discharges from Construction Activities to Waters of the United States (AZG2008-001) (“AZPDES Construction General Permit”) is required for stormwater discharges generated by construction activities. Coverage under the AZPDES General Permit for Stormwater Discharges Associated with Industrial Activity from Non-Mining Facilities to Waters of the United States (AZMSG2010-002) (“AZPDES Multi-Sector General Permit”) is required for stormwater discharges generated by facilities and operations engaged in certain industrial activities. Among these industries are those engaged in “air transportation” and associated activities.

The City has obtained coverage under the AZPDES Multi-Sector General Permit for its “air transportation” facilities at Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport and Phoenix Goodyear Airport (collectively hereinafter referred to as the “Airports”). The City has adopted a Stormwater Quality Protection ordinance, Phoenix City Code Ch. 32C, and has in place an “Aviation Department Stormwater Enforcement Procedures and Civil Penalty Policy” (“Aviation Stormwater Policy”), both of which were developed to comply with federal and local laws governing stormwater pollution.

Compliance Generally

The City adopted the Aviation Stormwater Policy to achieve compliance with the AZPDES program requirements by the Aviation Department, its contractors and permittees. Contractor is subject to the policy as a condition of its activities, operations, and location at the Airports. The City shall have the right to monitor and require compliance with the Aviation Stormwater Policy.

Contractor agrees to comply with the Aviation Stormwater Policy and to implement at its sole expense, unless otherwise agreed to in writing between City and Contractor, those requirements of the Airports' Stormwater Pollution Prevention Plans (SWPPP) and City ordinances that pertain to its operations and activities on the Premises at the Airports. Contractor warrants that it will use its best efforts to meet all deadlines that are established by statute, regulation, ordinance, and the Aviation Stormwater Policy, or that are agreed to.
by the parties. Contractor acknowledges that time is of the essence in the implementation of all City Permit requirements.

Full compliance with the AZPDES Permit Program as contained in 18 A.A.C. 9, Art. 9; Chapter 32(C) of the Phoenix City Code; and the Aviation Stormwater Policy is a material condition of this Contract, and for any breach thereof which exposes City to civil or criminal fine, penalty, sanction or remediation cost by any governmental entity, City may terminate this Contract. This remedy is in addition to any other remedies available to the City.

AZPDES Construction General Permit

If Contractor elects to perform construction activities at the Airports, Contractor is required, prior to commencing those construction activities, to obtain stormwater discharge authorization from ADEQ under an AZPDES Construction General Permit. Contractor will obtain that authorization by preparing a SWPPP and filing for AZPDES Construction General Permit coverage in coordination with the City’s project manager. The City will consult with and assist Contractor with regard to the filing for AZPDES Construction General Permit coverage as time and personnel allow. Contractor will also work with the City’s project manager to develop pollution controls (e.g., Best Management Practices, Control Measures, schedules and procedures) for the SWPPP. Contractor is solely responsible for implementation of the pollution controls, all related costs and compliance with its AZPDES Construction General Permit obligations.

AZPDES Multi-Sector General Permit

Contractor is required, prior to commencing its operations and activities at the Airports, to obtain stormwater discharge authorization from the ADEQ under an AZPDES Multi-Sector General Permit. Contractor will obtain that authorization as a “Co-Permittee” with the City. As a Co-Permittee, the Contractor agrees to:

a. Provide the City with a copy of Contractor’s written Authorization to Discharge to the extent Contractor has received such from the Arizona Department of Environmental Quality; and

b. Implement the Airports’ SWPPP, including Best Management Practices, Control Measures, schedules, and procedures, as applicable to the Contractor’s operations.

In connection with its coverage under the AZPDES Multi-Sector General Permit, the City has developed a SWPPP for the Airports to minimize the contact of storm and other precipitation event water with “significant materials” (as defined in the Regulations and City Ordinances) generated, stored, handled or otherwise used on Airport facilities. The City shall provide a copy of the SWPPP, including Best Management Practices, Control Measures, schedules, and procedures to Contractor, and Contractor shall implement that portion of the SWPPP applicable to its activities.
The City agrees that, to the extent allowed by law, Contractor shall have the right to be removed as a Co-Permittee from coverage under the AZPDES Multi-Sector General Permit should its Contract be canceled or terminated for other reasons, or due to Contractor’s relocation, noncompliance with the AZPDES Multi-Sector General Permit requirements or Contractor’s exercise of choice. In no event shall Contractor be relieved of its obligation to comply with the requirements of the AZPDES permit program with regard to its occupation and use of the Premises at the Airports, nor shall Contractor be excused from any obligations or indemnifications incurred and owed to City prior to Contractor’s removal as a Co-Permittee that result from a failure of Contractor to fulfill an obligation of a Co-Permittee.

Pollution Controls

City reserves the right to impose upon Contractor any Best Management Practices, Control Measures, schedules, and procedures, other action necessary to ensure City’s ability to comply with its AZPDES program requirements or applicable City ordinances; however, except in "extreme emergency" conditions, Contractor shall have ten (10) days from date of receipt of written notice imposing such pollution control measures or other requirements to notify City in writing if it objects to any action it is being directed to undertake. If Contractor does not provide the specified timely notice, it will be deemed to have assented to implementation of the pollution control measures or other requirements. If Contractor provides City with timely written notice of its objections, the parties agree to negotiate a prompt resolution of their differences. Contractor warrants that it will not serve a written notice of objections for purposes of delay or avoiding compliance.

As used herein, "extreme emergency conditions" means:

a. Conditions that impose an immediate impact on waters of the United States (e.g., Salt River) resulting from an emergency situation such as fire, spill, release or explosion, such that the facility responsible for the release must immediately begin appropriate response activities independently of City’s direction or oversight;

b. An emergency such that a facility has to close because of a catastrophic event, where the facility can extend the ten (10) day notice period, but must implement pollution control measures before it reopens;

c. A collapse of the storm sewer system or other event which forecloses the Airports and/or City from performing its obligations under the City Permit due to lack of capacity.

Covenant of Good Faith

City and Contractor covenant to act in good faith to implement any AZPDES program requirements imposed on them pursuant to 18 A.A.C. 9, Art. 9. City and Contractor acknowledge that close cooperation will be necessary to ensure compliance with any AZPDES Multi-Sector General Permit requirements to promote safety and minimize costs,
and each party agrees to a candid exchange of information necessary to coordinate a stormwater management and monitoring plan.

**Indemnification**

The covenants of insurance and indemnification in favor of City imposed by other provisions of the Contract shall extend to, and are incorporated into, the provisions of this Supplement to Exhibit B.

Revised April 4, 2012
968985
EXHIBIT D

Letter of Credit Form

[_BANK]  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. ________

To: City of Phoenix – Beneficiary  
Aviation Department  
Contracts and Services Division  
2485 E. Buckeye Road  
Phoenix, Arizona 85034  
Attn: Deputy Aviation Director

Applicant: Company Name  
Amount: $ xxx.xx  
Expiration Date: mm/dd/yyyy

We hereby establish our irrevocable Standby Letter of Credit No. ________ in your favor available against sight drafts drawn on (name of bank) at the office of the undersigned located at (address of bank in Phoenix Metro Area, Arizona), accompanied by the following documents:

1. A certificate purportedly signed by the Aviation Director, or by any other director of the City of Phoenix Aviation Department, stating one or more of the following:

   A. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. ________ as Company Name has failed to perform its obligations under or failed to comply with its Agreement No. ________, or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of $ ____________.

   B. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. ________ as Company Name has failed to provide a replacement Standby Letter of Credit prior to sixty (60) days before the expiration date as required by its Agreement No. ________ or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of $ ____________.

   C. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. ________ as the City of Phoenix has received notice from (name of bank) ________ that the Standby Letter of Credit No. ________ will not be extended, and the City of Phoenix requires payment under this Standby Letter of Credit of $ ____________.
2. This original Standby Letter of Credit for endorsement.

All documents may be forwarded to us by mail, overnight courier, hand delivered to our counters, or via telefacsimile (“fax”). Documents to be directed to our counters at: [insert address as to counter location]. Drawing presented to us via fax must be sent to our fax number [insert – bank’s fax number] (each such drawing, a “Fax Drawing”) provided, however, that Beneficiary confirm our receipt of any Fax Drawing by telephone to our telephone No. [insert – bank’s telephone number(s)]. In the event of a Fax Drawing, Beneficiary is not required to send us the original documents.

If Beneficiary presents an improper drawing, we shall notify you in writing sent by overnight courier or by fax to (602) 273-4083 that the demand was not effected in accordance with the terms and conditions of this Standby Letter of Credit, stating the reasons therefore and that we are holding any demand at your disposal. Upon being notified that the purported demand was not effected in conformity with this Standby Letter of Credit, you may attempt to correct any such nonconforming demand for payment.

Partial drawing and multiple presentations are permitted under this Standby Letter of Credit.

This Standby Letter of Credit will automatically be renewed for a one (1) year period from the Expiration Date set forth above and upon each anniversary of such Expiration Date, unless at least sixty (60) days prior to such expiration, or prior to any anniversary of such expiration, we notify both Beneficiary and Applicant in writing by registered mail or overnight courier that we elect not to renew this Standby Letter of Credit.

We hereby agree that this Standby Letter of Credit shall be duly honored upon presentation and delivery of the certification specified above.

This Standby Letter of Credit is subject to the “International Standby Practices (ISP98),” International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of Arizona, without regard to principles of conflicts of law.

[Bank]

By: ________________________________

Authorized Signature

Revised 8/2015 - 1195379-1
SECTION VIII: ATTACHMENTS

ATTACHMENT A – T3 NORTH CONCOURSE GATE LAYOUT
ATTACHMENT B – T3 SOUTH CONCOURSE GATE LAYOUT
ATTACHMENT C – T4 INTERNATIONAL CONCOURSE GATE LAYOUT
<table>
<thead>
<tr>
<th>T3 NORTH GATE NO.</th>
<th>PASSENGER BOARDING BRIDGE</th>
<th>CAB FLOOR</th>
<th>WALKWAY</th>
<th>400 HZ</th>
<th>PRE-CONDITIONED AIR</th>
<th>BAG SLIDE</th>
<th>POTABLE WATER CABINET</th>
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<tr>
<td>E01</td>
<td>A3-60/119-125R WITH 9'6&quot; EXTN CDRR SN33453</td>
<td>FULL ACF WITH &quot;CE&quot; OPTION</td>
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<td>RE-INSTALL 180 KVA</td>
<td>RE-INSTALL 60 TON</td>
<td>92509 SEMLER SN52489</td>
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<td>RE-INSTALL 50 TON</td>
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<td>90KVA/28VDC</td>
<td>50 TON SN65114</td>
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<td>RE-INSTALL 50 TON</td>
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<td>A3-59/110-125R SN33447</td>
<td>FULL ACF WITH &quot;CE&quot; OPTION</td>
<td>J-34-BB SN33472</td>
<td>90KVA/28VDC</td>
<td>50 TON SN65115</td>
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<td>90KVA/28VDC</td>
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### PHOENIX SKY HARBOR PBB GATE EQUIPMENT CONFIGURATION

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### ATTACHMENT E – RECOMMENDED SPARE PARTS LIST

TYPICAL RECOMMENDED SPARE PARTS LIST APRON DRIVE 2&3 TUNNEL
PROGRAMMABLE LOGIC CONTROL (PLC) BECKHOFF DUAL AXIS JOYSTICK
RQ3133 - Project EDE- Phoenix, AZ- OG33441 thru 33445; OG33447 thru 33461

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<td>3646003</td>
<td>BCN STROBE 120V AMBER</td>
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<td>BUZZER 2900HZ/DUAL 6-28VDC/AC</td>
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**NOTE:** PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.
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NOTE: PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.
## TYPICAL RECOMMENDED SPARE PARTS LIST JETPOWER 3180KVA

**RQ3133- Project EDE- Phoenix, AZ- OG45736**

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## JETWAY SYSTEMS
TYPICAL RECOMMENDED SPARE PARTS LIST 28 VDCJTP  
RQ3133 - Project EDE- Phoenix, AZ- OG45960

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NOTE: PARTS AND PART NUMBERS ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO NEW PRODUCT DESIGNS AND PART VENDORS ADJUSTING THEIR PRODUCT LINE.