CITY OF PHOENIX

AVIATION DEPARTMENT

INVITATION FOR BID
AVN IFB 18-053

Inspection, Maintenance and Repair of Vehicle and Pressure Washing Equipment – Requirements Contract

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SECTION I – INSTRUCTIONS

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

SOLICITATION RESPONSE CHECK LIST

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

☐ All forms have been completed and signed, including Conflict of Interest and Solicitation Transparency 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, solicitation title 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. DESCRIPTION – STATEMENT OF NEED:

   1.1. The City of Phoenix invites sealed offers from qualified vendor(s) to provide inspection, maintenance and repair services for (a) vehicle and (b) pressure washing equipment on an as-needed basis. The term of the contract will commence on or about September 1, 2018. The term of the contract is three (3) years with two (2) one-year options to extend the term that may be exercised in the sole discretion of the City.

   Contractor will be responsible to provide all supervision, materials, labor and all equipment necessary to perform and complete the required services. Services under this contract will be performed on a 24/7/365 basis.

   The Contractor and its employees will be required to work and operate a motor vehicle within the secured areas of the Airport. All staff working under this contract must pass a Security Threat Assessment and Criminal Background Check as well as take the Airfield Driver Training Program and pass an interactive test to obtain the Airfield Driving permit endorsement on their security badge.

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

   1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including 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 procurePHX Self-Registration System at https://www.phoenix.gov/financesite/Pages/EProc-help.aspx to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

<table>
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<th>ACTIVITY (All times are local Phoenix time)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Issue Date</td>
<td>July 11 2018</td>
</tr>
<tr>
<td>Pre-Offer Conference</td>
<td>N/A</td>
</tr>
<tr>
<td>Written Inquiries Deadline: Submit Written Questions by 11:00 a.m.</td>
<td>July 17, 2018</td>
</tr>
<tr>
<td>Offer Due Date: <strong>Offer Submittal by 11:00 a.m.</strong></td>
<td><strong>July 30, 2018</strong></td>
</tr>
<tr>
<td>Offer Submittal Location</td>
<td>2485 East Buckeye Road Phoenix, AZ 85034</td>
</tr>
</tbody>
</table>

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

The qualified and responsive bidder must meet all minimum qualifications listed below. Should an offeror failed to meet one of the minimum qualifications identified, the offer will be disqualified as non-responsive.

4.1. **BUSINESS EXPERIENCE:** Offeror must be in the business of providing vehicle washing equipment (to include vacuum systems), and pressure washing equipment inspections, maintenance and repair services for a minimum of three (3) consecutive years within the last five (5) years. The Offeror’s normal business activity during the consecutive three (3) years will have been for providing the goods or services outlined in this solicitation. The “Experience” qualification will be verified through the references provided in the Business References in the Submittal Section of this solicitation.

4.1.1. **Executive Summary:** Offeror must provide an Executive Summary, not to exceed two (2) pages, describing how the company meets this minimum qualification.

4.2. **SERVICE REPRESENTATIVE EXPERIENCE:**

4.2.1. Offeror must identify and assign a service representative who will be the City’s primary contact under this contract.

4.2.2. Offeror’s assigned service representative must possess the following qualification:

   (a) Have a minimum of five (5) consecutive years within the last seven (7) years of experience in providing inspection, repair and maintenance to the vehicle and pressure washing equipment.

   (b) Must be factory trained and demonstrate that he/she has received the appropriate training(s) from the equipment manufacturer. A copy of training certification and/or sufficient documentation must be provided at time of bid submittal.

4.2.3. A resume not to exceed two (2) pages for the assigned service representative must also be submitted at time of bid submittal. The resume must demonstrate the assign service representative meets the above minimum qualification.

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

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

8. 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.

9. 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.

10. BUSINESS IN ARIZONA:
The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission.
11. **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.

12. **CERTIFICATION:**
   By signature in the offer section of the Offer and Acceptance page(s), 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.

13. **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
   - Offer Opening Date

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

14. **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.

15. **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, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to
authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City’s website.

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

16. PRE-AWARD QUALIFICATIONS:
Upon notification of an award the Offeror will have 20 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

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

17.2. The lowest bid price will be determined by the total amount of the (Grand Total - Group 1 plus Grand Total - Group 2 plus Extended Price - Car Wash Soap).

17.3. Factors that may be considered by the City include:
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of complaints and termination for convenience or cause.

17.4. 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.
17.5. 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 Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

18. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

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

19. SOLICITATION TRANSPARENCY POLICY:

19.1. 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.

19.2. 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.

19.3. 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 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.

19.4. 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.
19.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

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

20. **PROTEST PROCESS:**

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

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

20.5.1. Identification of the solicitation number;

20.5.2. The name, address and telephone number of the protester;
20.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;

20.5.4. The form of relief requested; and

20.5.5. The signature of the protester or its authorized representative.

20.6. 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.

21. PUBLIC RECORD:

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

22. LATE OFFERS:

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

23. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or
apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

24. **CONTRACT AWARD:**

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

25. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

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

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

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

26. **EQUAL LOW OFFER:**

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

27. **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.
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 Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

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.
1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.

**May:** Indicates something that is not mandatory but permissible.

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

- **“A.R.S.”** Arizona Revised Statute
- **“Buyer” or “Procurement Officer”** City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- **“Contract” or “Agreement”** The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- **“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.
- **“Days”** Means calendar days unless otherwise specified.
- **“Deputy Aviation 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 contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, proposal, quotation or tender.

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

“Solicitation” Means an Invitation for Offer (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

2. **CONTRACT INTERPRETATION:**

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

2.2. **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

2.2.1. Special terms and conditions
2.2.2. Standard terms and conditions
2.2.3. Amendments
2.2.4. Statement or scope of work
2.2.5. Specifications
2.2.6. Attachments
2.2.7. Exhibits
2.2.8. Instructions to Contractors
2.2.9. Other documents referenced or included in the Invitation for Offer
2.3. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The 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 five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
3.2. CONFIDENTIALITY AND DATA SECURITY:

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

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

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

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

3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.
SECTION II – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

3.5.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

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

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

3.7. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Aviation 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).
3.10. **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

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

3.11. **SUPPLEMENTAL TERMS AND CONDITIONS:** Contractor acknowledges that Phoenix Sky Harbor International Airport (Airport), Deer Valley Airport (DVT), and Goodyear Airport (GYA) are part of the national transportation system and, as such, are operated for the benefit of the public and are, from time to time, the recipient of federal funds. As a recipient, the City is obligated to make certain assurances to federal agencies that it has complied with various laws, which compliance also becomes the obligation of the City’s contracting parties. Therefore, Contractor shall comply with the provisions of the attached Exhibit A – Supplemental Terms and Conditions to All Airport Agreements.

3.12. **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.

3.13. **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.

3.14. **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.

3.15. **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.
3.16. **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.

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

5. **CONTRACT CHANGES**:

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

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

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

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

6. **RISK OF LOSS AND LIABILITY**:

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

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

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

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

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

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

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

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

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

7. **CITY’S CONTRACTUAL RIGHTS:**

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

7.2. **NON-EXCLUSIVE REMEDIES**: The rights and remedies of the City under this Contract are non-exclusive.

7.3. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH**: Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

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

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

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

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

7.8. **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belong 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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

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

10. TAX INDEMNIFICATION:

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

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

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

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

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

15. NO IMPAIRMENT OF TITLE:
The Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airports or any portion thereof.

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

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

18. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.
SECTION III – SPECIAL TERMS & CONDITIONS

1. FREE ON BOARD (FOB):
   Prices quoted shall be FOB destination and delivered, as required, to the following point(s):
   - **Bus Maintenance Facility (BMF)** located at:
     2425 E. Buckeye Road Phoenix, AZ 85034
   - **Two Independent Operator Parcel (IOP)** located at:
     - 1712 E. Buckeye Road Phoenix, AZ 85034
     - 1620 E. Buckeye Road Phoenix, AZ 85034
   - **Sky Harbor International Airport (Various locations)** located at:
     3400 E. Sky Harbor Blvd. Phoenix, AZ 85034

2. OPTION TO EXTEND:
   The City may, at its option and with approval of the Contractor, extend the period of this Contract up to two (2) additional years, in increments of up to one year.

3. PRICE:
   All prices submitted will be firm and fixed for the initial three (3) year(s) 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 at the address on the front page of the solicitation/contract and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Aviation Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City’s written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.

4. COOPERATIVE AGREEMENT:
   In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.
   
   A current listing of eligible entities may be found at **S.A.V.E. | Maricopa County, AZ** and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

5. **METHOD OF ORDERING (PURCHASE ORDERS):**

Issuance of written purchase order(s) by the Aviation Department. Contractor shall 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.

6. **METHOD OF INVOICING:**

Invoices must be emailed in .PDF format to invoices@phoenix.gov and a copy emailed to the ADR or his designee. The invoices must include the following:

- City purchase order number, requisition number, or contract agreement number.
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Quantity ordered, back ordered, and shipped.
- Applicable tax.
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.

7. **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. Invoices must contain the purchase order number, agreement number or Offer number under which the contract is awarded.

8. **PARTIAL PAYMENTS:**

Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

9. **PROCUREMENT REPORTS:**

Contractor shall submit quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. These reports are due by 10th of the month following the end of the quarter. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
10. **AWARD QUALIFICATION:**
   The Contractor hereby agrees that any of its employees who may be assigned to the City sites satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no work at other City 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 Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

11. **POST AWARD CONFERENCE:**
   A post award conference will be held by the Aviation 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.

12. **SUSPENSIONS OF WORK:**
   Aviation 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.

13. **PERFORMANCE INTERFERENCE:**
   Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

   **Vehicle Washing Equipment**
   Department Contact: Eddy Amezquita
   Phone Number: 602-768-6049

   **Pressure Washing Equipment**
   Department Contact: Chet Freegard
   Phone Number: 602-683-3733

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

   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 left in a safe condition at the end of each work day. If there is a question in this area, the City or ADR will be consulted.
15. **HOURS OF WORK:**

All work under this contract shall be coordinated with the City’s ADR. Any changes to the established schedule must have prior written approval by the City’s ADR.

16. **FINAL INSPECTION AND APPROVAL:**

The Contractor will request the City’s ADR to conduct an inspection after the work is complete. City’s ADR will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

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

17. **TYPES OF WORK SUPERVISION:**

The Contractor shall 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.

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

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

**18.1. Background Screening Requirements and Criteria:** Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) § 41-4401. Contractor further agrees that it will conduct a background check for real identity and legal name on all Contract Workers prior to proposing the Contract Worker to the City.
18.2. Additional City Rights Regarding Security Inquiries: In addition to the foregoing, the City reserves the right, but not the obligation, to:

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

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

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

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

18.3. Contractor Certification: By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate and current. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under any other City contract or engagement without the City’s prior written approval.

18.4. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts: Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract, including supervision and oversight services.

18.5. Materiality of Background Screening Requirements; Indemnity: The Background Screening requirements of this Section are material to the City’s entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in 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 the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

18.6. Continuing Duty; Audit: Contractor’s obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor’s compliance with this.
19. **CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS:**

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK ON AIRPORT PROPERTY WITHOUT THE CONTRACT WORKER’S RECEIPT OF A CITY-ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE AREAS OF THE AIRPORT TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS AIRPORT PROPERTY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

19.1. **Badges:** Upon notification from Contractor's authorized agent, the Contract Worker will proceed to the Badging Office for processing and issuance of a badge. The City will not process the badge until the Contract Worker satisfies the Background Screening requirements. The Contract Worker shall comply with all requirements and furnish all information requested by the Badging Office. 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 https://www.skyharbor.com/security/BadgingInformation.

19.2. **Key Access Procedures:** If a Contract Worker's services require keyed access to enter a City facility, a separate key issue and return form must be completed and submitted to the City project manager by Contractor for each key issued.

19.3. **Stolen or Lost Badges or Keys:** Contractor shall immediately report lost or stolen badges or keys to the City. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

19.4. **Return of Badges or Keys:** All badges and keys are the property of the City and must be returned to the City at the Badging Office within one (1) business day after 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 all keys (1) upon the termination of the Contract Worker’s employment, (2) when the Contract Worker's services are no longer required at a City facility (3), and upon termination, cancellation, or expiration of this Contract.

19.5. **Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach:** Contractor’s default under this Section shall include the following:

19.5.1. A Contract Worker gains access to a City facility without the proper badge or key;

19.5.2. A Contract Worker uses another person’s badge or key to gain access to a City facility;
19.5.3. A Contract Worker commences services under this Contract without the proper badge, key, or Background Screening;

19.5.4. A Contract Worker or Contractor submits false, incomplete, or misleading information or negligently submits incorrect information to the City to obtain a badge, key, or applicable Background Screening; or

19.5.5. Contractor fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another City facility, or upon the expiration, cancellation, or termination of this Contract. Contractor acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. Contractor’s failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City’s actual damages in the event Contractor breaches this Section. The parties further agree that three (3) breaches of this Section by Contractor within a three-month period of time or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.

20. REPLACEMENT PARTS AVAILABILITY:

Submission of this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available.

All repair and/or replacement parts required under this contract must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday if requested by the ADR. If special handling and/or freight are required, the Contractor will assume all charges. The City will pay for expedited shipping/freight charges only if the City requests the expedited shipping.
21. **TRAINING:**
Contractor shall provide the availability of factory OEM training for the equipment detailed within this Contract, on an as needed basis. All manuals and other materials necessary for the required training shall be furnished by the Contractor.

22. **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 shall request permission to substitute a new product or model and provide the following:

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

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

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

- 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.

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

- The ADR will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

23. **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 at the site contact.

24. **REPAIR AND REPLACEMENT PARTS GUARANTEE:**
Following the expiration of any express or implied warranty applicable to those vehicle and pressure washing equipment under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer’s warrantee at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

25. **INDUSTRY STANDARDS:**
It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to
give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if, in the opinion of the Aviation Department Administrator, the basic unit meets the general intent of these specifications.

The complete equipment/material Offer shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor(s) shall so notify the City prior to the Offer opening date.

26. MANUALS:

All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all specific equipment specifications and mechanical troubleshooting in paper and electronic media.

27. WARRANTY:

All equipment supplied under this contract shall be fully guaranteed by the contractor 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 contractor (including parts and labor) without cost to the City.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time within 24 hours. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

28. DELIVERY TIME:

All deliveries shall be made between the hours of 7:00 AM and 5:00 PM, local Phoenix time, Monday through Friday, excluding City holidays. Saturday deliveries may be required in an emergency situation, if requested by the ADR.
SECTION IV – INSURANCE AND INDEMNIFICATION

1. 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.

1.1. 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.

1.1.1. Commercial General Liability – Occurrence Form:

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

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

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.”

1.1.2. Automobile Liability:

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

- Combined Single Limit (CSL) $5,000,000

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

1.1.3. **Worker’s Compensation and Employers’ Liability:**

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<td>Workers’ Compensation</td>
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<tr>
<td>Employers’ Liability</td>
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<td>Each Accident</td>
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<td>Disease – Each Employee</td>
<td>$100,000</td>
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<td>Disease – Policy Limit</td>
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- 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.

1.2. **ADDITIONAL INSURANCE REQUIREMENTS:**

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

1.2.1. 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.

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

1.3. **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 Road
Phoenix, AZ 85034-4301

1.4. **ACCEPTABILITY OF INSURERS:**

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

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

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

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

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

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

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  
P.O. Box 4668 – ECM #35050  
New York, NY 10163-4668  
Email: certificates-cityofphoenix@riskworks.com

1.6. **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.

1.7. **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.
2. **INDEMNIFICATION:**

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

1. INTRODUCTION:

The City of Phoenix invites sealed offers from qualified vendor(s) to provide inspection, maintenance and repair services for (a) vehicle and (b) pressure washing equipment on an as-needed basis. The term of the contract will commence on or about September 1, 2018. The term of the contract is three (3) years with two (2) one-year options to extend the term that may be exercised in the sole discretion of the City.

Contractor will be responsible to provide all supervision, materials, labor and all equipment necessary to perform and complete the required services. Services under this contract will be performed on a 24/7/365 basis.

The Contractor and its employees will be required to work and operate a motor vehicle within the secured areas of the Airport. All staff working under this contract must pass a Security Threat Assessment and Criminal Background Check as well as take the Airfield Driver Training Program and pass an interactive test to obtain the Airfield Driving permit endorsement on their security badge.

2. AVIATION DEPARTMENT REPRESENTATIVE (ADR):

The Aviation Department Representative (ADR) for this contract are as follows. The ADR, or his designee, will coordinate all work and will be the sole judge concerning acceptability and quality of work. The ADR will be consulted on any concerns and issues arising during the performance.

**Vehicle Washing Equipment**

Department Contact: Eddy Amezquita
Phone Number: 602-768-6049

**Pressure Washing Equipment**

Department Contact: Chet Freegard
Phone Number: 602-683-3733

3. APPLICABLE LAWS AND STANDARDS:

3.1. The contractor must comply with all laws, building codes, accepted industry standards, and best workmanship practices in all tasks performed. In addition, the contractor will need to comply with Aviation Department guidelines as they pertain to insurance and security.


3.3. **OSHA** - Occupational Safety and Health Administration.
4. LOCATIONS:

Authorized locations for this contract are Phoenix Sky Harbor International Airport and any/all surrounding supportive structures that fall under the Aviation Department’s span of control. This includes, but is not limited to:

- **Bus Maintenance Facility (BMF)** located at: 2425 E. Buckeye Road Phoenix, AZ 85034
- **Two Independent Operator Parcel (IOP)** located at:
  - 1712 E. Buckeye Road Phoenix, AZ 85034
  - 1620 E. Buckeye Road Phoenix, AZ 85034
- **Sky Harbor International Airport (various locations)** located at: 3400 E. Sky Harbor Blvd. Phoenix, AZ 85034

5. DEFINITIONS:

5.1. **As needed basis**: The usage of this contract shall be on an as needed basis as determined by the ADR or designee.

5.2. **Emergency**: is defined by the ADR.

5.3. **On-site**: Include but not limited to the locations identified under the “LOCATIONS” paragraph above.

5.4. **Parts**: Original Equipment Manufacturer (OEM) Parts.

5.5. **Repair**: Refers to and not be limited to adjustments, replacement of worn or defective parts, software upgrades, and reprogramming.

5.6. **Initial Notification**: when the ADR or designee contacts the Contractor or the Contractor's answering service.

6. EQUIPMENT LIST AND SPECIFICATION:

6.1. **Vehicle (Bus/Car) Wash System**:

   (A) **Location**: Bus Maintenance Facility (BMF) for **Bus** Wash System

   - NS Wash Systems Model # CP-SYS3000-460-4
   - Water recycle system with two pumps
   - Andritz Sprout-Bauer Cyclone separators, storage tank, and controls for reverse osmosis and soft water system with two pumps, storage tank and controls.
(B) **Location:** Independent Operator Parcel (IOP) for 3 x Car Wash System
- NS Wash Systems Model # SYS-2700
- Ryko Environmentalist IIA water recycle system with two pumps, storage tank and controls.
- Ryko Rainmaker reverse osmosis with pressurization and soft water system with two pumps, storage tank and controls.

6.2. **Vacuum System:**

(A) **Location:** Bus Maintenance Facility (BMF)
- Spencer Industavac system
- 20 hp vacuum pump,
- three separators
- two powered hose reels (Cox manufacturing reels),
- hoses and controls.

(B) **Location:** Independent Operator Parcel (IOP) for 2 x Vacuum Systems
- 1 x Vacutech model SFS-3179 PowerFlow 10 hp turbine vacuum producer.
- 1 x Vacutech PowerClean separator
- 2 x Vacutech PowerClean primary separators
- Piping and hose system.

6.3. **Pressure Washing System:**

**Location:** Various
- 3 x Hydro Tek pressure washers (model HN30008E4R)
- 215T Frame 3000 PSI/7.6GPM
- 15 Horsepower E707 Marathon Motor (3510 rpm)
- 460 VAC/3Phase/60 HZ

**Location:** West Air Cargo
- PSC Pressure Washer (Model ES562K472-488)
- 7.5 horsepower Brook Compton Motor (1740 rpm)
- 460 VAC/3Phase/60 HZ
- 72kw input/96.5 total amps

7. **CAR WASH SOAP SPECIFICATION:**
- Liquid car wash soap for automatic car wash system(s)
SECTION V - SCOPE OF WORK

8. GENERAL REQUIREMENTS:

The Contractor must:

8.1. Provide all labor, supervision, material(s), equipment, tools, transportation and methods of communication and, if required, additional miscellaneous services necessary to meet requirements of specified services throughout the terms of the contract.

8.2. Follow all state and federal laws/guidelines and Aviation Department Guidelines as they pertain to the transportation, disposal, and containment of hydraulic fluids.

8.3. Provide services in accordance with manufacturer's procedures, NFPA 70®, and all federal, state and local applicable laws, standards and regulations.

8.4. The Contractor must provide supporting documentation with the invoice detailing the cost of the parts and equipment. The invoice shall also reflect the discounted cost of the replacement parts.

8.5. Work shall be performed between 7:00 a.m. to 5:00 p.m., Monday through Friday whenever possible. However, services shall be performed on a 24 hour, seven days a week basis if deemed necessary by the ADR.

8.6. Contractor shall perform all work to industry accepted standard. All work will be inspected by the ADR prior to being placed back into service.

8.7. All repair work furnished or performed by the Contractor shall be guaranteed against defects in materials and workmanship for a 90 days' period after acceptance by the City. If at any time during this period a defect occurs, the contractor shall repair as necessary with no additional parts or labor cost(s) to the City.

8.8. Perform all work in a neat manner, keeping the work area(s) clear of hazards; e.g. parts, tool boxes, debris and spilled fluids.

9. SERVICE REQUIREMENTS:

The Contractor must:

9.1. Be responsible to obtain all required permits and licenses necessary to perform all work under this contract.

9.2. Travel time to and from job site shall not be reimbursable. All mileage, vehicle, and travel costs, including per diem, shall be included in the hourly rate quoted for labor in this IFB.

9.3. The assigned service representative must be available from 7:00 a.m. to 5:00 p.m., Monday through Friday.
9.4. Provide a secondary point of contact or designee that is available outside of the 7:00 a.m. to 5:00 p.m., Monday through Friday timeframe, including nights, weekends and holidays recognized by the City of Phoenix.

9.5. All technicians performing work at an Aviation Department facility must sign-in with the designee of ADR. At the completion of the work day, all technicians must sign-out with the designee of the ADR. The billable work hours begin at the time of sign-in and ends at the time of sign-out. The labor hours billed on the invoice must reflect the same hours recorded in the sign-in/sign-out register.

9.6. All parts must be OEM of the manufacturer of the piece of equipment being repaired/maintained. Aftermarket parts or parts manufactured by other than the OEM will only be allowed when the OEM part is no longer available or an extended order lead time will cause the equipment to be out of service for an extended period of time. All non-OEM parts must be pre-approved by the ADR prior to ordering or installation. Failure to use the OEM part or request prior approval will result in the contractor removing the unapproved part and installing the correct OEM part at no additional cost to the City.

9.7. In case parts are required for emergency use and will not be available within the timeframe required, Contractor must consult with ADR on the shipping method prior to ordering. Approved shipping and handling costs will be reimbursed by the City at actual cost. No mark-up for shipping and handling is allowed. Contractor shall provide original invoice including shipping and handling for acquired parts to be reimbursed.

9.8. Repairs completed under this contract will be billed and paid for time and materials only.

9.8.1. Prior to the commencement of any repair or project, the Contractor shall obtain approval from the ADR prior to initiating any work.

9.8.2. An itemized cost estimate detailing necessary parts, including discounts, and labor charges for all work/repair must be submitted to the ADR for approval within 24-hours of request.

9.8.3. Unexpected expenses beyond an original estimate for a repair must be approved by the ADR. The actual costs shall be determined by the actual labor time required and the cost of parts. Consumables, (i.e. rags, petroleum sprays, cleaning materials, grease, etc.) must be included in the proposed rate and not be an additional charge to the City of Phoenix.

9.8.4. The ADR will provide the Contractor with a Purchase Order (PO) number. This is the approval for the Contractor to begin the repair or project.
9.8.5. All emergency repairs will be quoted verbally to expedite the equipment back in service. In the case of an emergency repair, the Contractor may complete the necessary repairs required to place the equipment back in service as soon as possible on the verbal approval from the ADR. The ADR will provide the PO number as soon as practical.

9.9. Within five (5) days of the completion of the service, the Contractor must provide the ADR with documentation of the completed service and detailed descriptions of work performed and any necessary follow-up.

9.10. Respond and attend meeting(s) as requested by the Aviation Department within a reasonable time frame upon notification by the ADR or authorized designee.

9.11. Ensure the technicians have ongoing training on current and new technologies throughout the terms of the Contract.


9.13. Be responsible to ensure the technicians are properly trained and supplied with personnel protective equipment (PPE). The City reserves the right to request documentation of all training records for contract and subcontracted staff.

9.14. Within 14 days after the contract award, contractor must provide a copy of the proposed inspection/maintenance check list (‘check list’) for ADR review and approval. The proposed check list must include a minimum of all items listed in the OEM check list. Contractor must utilize the approved check list to perform the required inspection and maintenance services.

9.15. LABOR HOURS:

9.15.1. REGULAR HOURS: This rate is for work completed Monday through Friday 7:00 AM to 5:00 PM.

9.15.2. PREMIUM HOURS: This rate is for work being done during Friday from 5:01 PM, through the weekend and ending on or before 6:59 AM Monday. This premium hourly rate includes all City of Phoenix observed holidays.

9.16. RESPONSE TIME:

9.16.1. EMERGENCY SERVICE: Upon initial notification by ADR, the Contractor’s initial response shall be (via telephone or email) within 30 minutes. On-site response (physical presence) shall be within two (2) hours.
Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24-hour, 7-days per week and 365 days per year basis.

9.16.2. NON-EMERGENCY SERVICE: Upon initial notification by ADR, the Contractor’s initial response shall be (via telephone or email) shall be within thirty (30) minutes. Contractor shall coordinate with ADR for the repair or service schedule.

10. SERVICE COMPLETION DATE:
All service(s) shall be completed within seven (7) calendar days after receipt of purchase order. The Contractor shall be responsible to obtain ADR’s approval should the service completion date exceed seven (7) calendar days.

11. HAZARDOUS MATERIALS:
Contractor shall properly dispose of all hazardous materials, inclusive of, but not limited to, used or contaminated lubricants, chemicals and filters, in accordance with federal, state and local laws and ordinances. Contractor shall provide the ADR or authorized designee a copy of a standard form of transportation manifest showing that all used or contaminated lubricants, chemicals and filters were properly handled and disposed of during each occurrence. The City shall not be charged for hazardous disposal costs.

12. ADDITION, DELETIONS, OR REPLACEMENT:
Aviation Department may add or delete equipment/locations. If equipment is added, the Contractor shall perform repairs or maintenance service as requested. The ADR will advise the Contractor of such addition or deletion of any equipment/location with thirty (30) days’ notice. All fees shall be in accordance with the existing fee in effect.

13. SPECIALIZED EQUIPMENT:
The Contractor is expected to have tools and/or equipment considered standard to the trade available and at no extra cost to the City. The Contractor may be reimbursed for the rental of any specialized equipment (that has been pre-approved by the ADR) required to complete a job. The reimbursement will be for the actual cost to the Contractor. Documentation of the cost must be included with the final invoice and there will be no mark-up permitted on rental equipment costs.

14. INSPECTION AND TESTING REQUIREMENT:
Contractor must:
14.1. Conduct inspections, maintenance and repairs on an as needed basis.
14.2. Notify the ADR or designee immediately of any defects or required repairs.
14.3. Comply with manufacturers guidelines for all inspections and testing.
14.4. Any code required inspections or tests must be scheduled, completed, and documented by the Contractor as detailed by the governing code.

15. HEALTH AND SAFETY:

15.1. All repair work shall be performed in the best workmanlike manner as known to the trade. All work will be inspected by the ADR prior to being placed back into service.

15.2. It will be the Contractors’ responsibility to remove all debris created from the job and dispose of it in a proper manner.

15.3. Any recyclable material (i.e. metal or cardboard) will be deposited in an Aviation Department recycle receptacle to be identified by the ADR.

16. REPORTING:

16.1. All repairs, tests, or scheduled inspections will be completed and documented as per manufacturers guidelines. Inspection results must be provided to the ADR within five (5) business days of the completion of the task.

16.2. The Contractor shall maintain a file documenting all work completed throughout the life of the contract. An electronic copy of this file must be provided to the ADR annually or as requested.

17. SUBCONTRACTING:

17.1. The Contractor must obtain approval from the ADR prior to any subcontracting work being performed. The Aviation Department reserves the right to check the subcontractor's background and make a determination to approve or reject the use of the submitted subcontractor(s).

17.2. Contractor may be required to subcontract for proprietary items and/or other services. **All subcontract work will be subject to the same pricing listed by Contractor within section VII-Submittal.** The contractor shall be responsible for all payments to the subcontractor including but not limited to labor, parts and materials incurred from subcontracting the services to other companies/vendors. Original invoice from subcontractor must be submitted with billing invoice for reimbursement.

17.3. Subcontractors providing service under this contract shall meet the same service requirements and provide the same quality of service required of the Contractor.

17.4. No subcontract under this Contract shall relieve the Primary Contractor of responsibility of service. The Contractor shall manage all schedules, quality, performance and project management for subcontractors. The Contractor shall be held solely responsible and accountable for the service and/or repairs for which the Contractor has subcontracted.
17.5. The City of Phoenix reserves the right to have the Contractor remove the subcontractor or any of subcontractor’s staff deemed unsatisfactory.

17.6. The Contractor is responsible to ensure that any/all sub-contractors possess all valid certifications and/or licenses as required by federal, state or local laws to perform any work related to this contract prior to the start of work.

18. LIQUIDATED DAMAGES

18.1. 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 apply as follows. The following liquidated damages may be imposed by the City to the Contractor based on each observed violation committed by Contractor personnel.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Failure to complete all scheduled monthly maintenance tasks in entirety. No pro-ration.</td>
<td>$250 per occurrence</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.</td>
<td>$250 per occurrence</td>
</tr>
<tr>
<td>3.</td>
<td>Failure to meet service call response times stated in this contract.</td>
<td>$250 per occurrence</td>
</tr>
<tr>
<td>4.</td>
<td>Failure to complete required Quarterly and Annual preventative maintenance (PM) by due date</td>
<td>$250 per occurrence</td>
</tr>
<tr>
<td>5.</td>
<td>Performance issues not corrected within 24 hours of notification by ADR.</td>
<td>$250 per occurrence</td>
</tr>
<tr>
<td>6.</td>
<td>Recurring deficiencies of the same nature that exceed 3 in any given month.</td>
<td>$250 per occurrence</td>
</tr>
<tr>
<td>7.</td>
<td>Reports and Records submitted later than one week of the set deadline.</td>
<td>$250 per occurrence</td>
</tr>
</tbody>
</table>

18.2. 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.

18.3. 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.

18.4. All sums unpaid after thirty (30) days shall be credited against monthly invoices once the decision upholding the violation has been made.

18.5. 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.

18.6. 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.
SECTION VI – SUBMITTALS

1. **COPIES:**

   Please submit one original, three (3) copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

   1.1. **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 opening date, and is irrevocable unless it is in the City’s best interest to release offer(s).

2. **OFFER SUBMITTAL FORMAT:**

   The written offer should be:
   - Typewritten for ease of evaluation;
   - Signed by an authorized representative of the Offeror;
   - Submitted with contact information for the individual(s) authorized to negotiate with the City;
   - Submitted with a table of contents and tabbed per the following major sections:
     
     | Tab 1 | Table of Contents with page numbers |
     | Tab 2 | Executive Summary – Minimum Qualification (Not to exceed 2 pages) |
     | Tab 3 | Assign Services Representative Resume and Training Certificate(s). |
     | Tab 4 | Submittal Section |
     | Tab 5 | Signed Addenda, if any |
   
   - Include one electronic copy (portable drive or CD)

3. **COSTS AND PAYMENTS:**

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

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

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

4. OFFER:

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty days’ advance notice and are accompanied by written documentation of a manufacturer’s offer increase. Offer adjustment requests shall be sent to: Ivy Silva, 2485 E. Buckeye Road, Phoenix, AZ 85034.

5. CATALOGS AND PRICE LISTS:

Contractor must provide with its submittal the date of the current manufacturer’s price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Aviation Department’s Contracts and Services Division must be informed 30 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City’s terms and conditions specified herein. All invoices must include the manufacturer’s part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer’s documented price listing for any item(s) invoiced.

5.1 DISCOUNT FROM PUBLISHED PRICE LISTS: Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all offers are to be firm for a period 180 days after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to Procurement Officer.

Two (2) electronic copies of the revised price list will be required.
6. **BID PRICE SCHEDULES: (All or None by Group)**

6.1. **Includes the Car Wash, Bus Wash and Vacuum Systems:**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Annual Quantities</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inspection/Maintenance - Monthly</td>
<td>32 Each</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Inspection/Maintenance - Quarterly</td>
<td>16 Each</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td><strong>Regular Hourly Rate</strong> <em>(Monday-Friday, 7 AM – 5 PM)</em></td>
<td>200 Hours</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td><strong>Premium Labor Rate</strong> <em>(Friday from 5:01 PM – 6:59 AM Monday, including City observed Holidays)</em></td>
<td>50 Hours</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

GRAND TOTAL FOR GROUP 1: $ 

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td><strong>Parts – percentage discount off list/catalog</strong></td>
</tr>
</tbody>
</table>

6.2. **GROUP 2 – Pressure Washers:**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Annual Quantities</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inspection/Maintenance - Monthly</td>
<td>12</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Inspection/Maintenance - Quarterly</td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td><strong>Regular Hourly Rate</strong> <em>(Monday-Friday, 7 AM – 5 PM)</em></td>
<td>125</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td><strong>Premium Labor Rate</strong> <em>(Friday from 5:01 PM – 6:59 AM Monday, including City observed Holidays)</em></td>
<td>50</td>
<td>$</td>
<td>$</td>
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</tbody>
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GRAND TOTAL FOR GROUP 2: $ 

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>5</td>
<td><strong>Parts – percentage discount off list/catalog</strong></td>
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</tbody>
</table>
6.3. CAR WASH SOAP

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Annual Quantity</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Car Wash Soap</td>
<td>3200 gallons</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

7. EMERGENCY 24-HOUR SERVICE CONTACT:

Name

Telephone Number

Alternate Contact

Telephone Number

8. CONTRACTOR LICENSING REQUIREMENTS:

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

Licensed Contractor’s Name

Class

License Number

Expiration Date
9. **BUSINESS REFERENCES:**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for the maintenance and repair of the equipment listed in Group 1 and/or Group 2 of this IFB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Reference</th>
<th>Telephone Number</th>
<th>Email address</th>
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*Please contact references and inform them that they may be receiving a call or e-mail from the City of Phoenix Aviation Department regarding their contract(s) and/or project(s) relating to the services listed in this solicitation.*
10. CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: ____________________________

Title of Authorized Official: ____________________________

Date: ____________________________
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 __________________________
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
Assistant Aviation 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 & 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.

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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.
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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. **Conflict of Interest**

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

F. **Legal Worker Requirements**

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

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

2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

3. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.

G. **Disadvantaged Business Enterprise Requirements**

1. To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation Regulations at 49 C.F.R. Part 26. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

   Contractor agrees to include the foregoing statement in any subsequent Contract that it enters and cause those businesses to similarly include said statement in further agreements.
2. To the extent that the Contract is a concession agreement covered by 49 C.F.R. Part 23, the concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23.

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

H. No Boycott Provision

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

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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.