



REQUEST FOR PROPOSAL - GOODS AND SERVICES
RFP 26-0285
PASSENGER FLOW MANAGEMENT SOLUTION AND
SERVICES

CITY OF PHOENIX
AVIATION
2485 E. BUCKEYE DR
PHOENIX, AZ
85034

RELEASE DATE: June 17, 2026
DEADLINE FOR QUESTIONS: July 9, 2026
RESPONSE DEADLINE: July 30, 2026, 11:00 am

City of Phoenix
REQUEST FOR PROPOSAL - GOODS AND SERVICES
RFP 26-0285
Passenger Flow Management Solution and Services

| | |
|--|----|
| 1. INTRODUCTION | 3 |
| 2. INSTRUCTIONS | 4 |
| 3. SCOPE OF WORK | 14 |
| 4. EVALUATION PROCESS | 16 |
| 5. STANDARD TERMS AND CONDITIONS | 17 |
| 6. SPECIAL TERMS AND CONDITIONS | 29 |
| 7. DEFENSE AND INDEMNIFICATION | 33 |
| 8. INSURANCE REQUIREMENTS | 34 |
| 9. SUBMITTALS | 36 |
| 10. PRICING PROPOSAL | 38 |

Attachments:

A - Attachment A - Offer

B - Attachment B - Conflict of Interest and Transparency Form

C - Attachment C - Acceptance of Offer

D - Attachment D - Fee Schedule

E - Attachment E - Pardon our Dust Program

F - Attachment F - Requirements Compliance Matrix

G - Attachment G - ISS-100-005 Vulnerability and Patch Management Standard

H - Attachment H - Heat Safety Compliance Form

I - Attachment I - Supplemental-Terms-And-Conditions-To-All-Airport-Contracts Rev 4-29-26

J - Attachment J - Sensitive Security Information Acknowledgment Form

K - Attachment K - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

L - Attachment L- Letter of Credit

M - Attachment M - Cash Deposit for Performance Guarantee

N - Attachment N -Identity Management Standard (INF200.201)

O - Attachment O -Password Management Standard (ISS300015)

1. Introduction

1.1. Contact Information

Amy Turner

Aviation Department

Email: amy.m.turner@phoenix.gov

Phone: (602) 273-3349

1.2. Schedule of Events

The City of Phoenix (City) reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit. All times in the Schedule of Events are Local Phoenix, AZ Time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Amy Turner) at (602) 273-3349/Voice or 711/TTY, or amy.m.turner@phoenix.gov, no later than five (5) days prior to the meeting.

| | |
|--|---|
| Solicitation Issue Date: | June 17, 2026 |
| Hybrid Pre-Offer Conference (Non-Mandatory): | June 30, 2026, 10:00am This meeting will be available online and in person. To obtain meeting information, please RSVP/Register at: https://cityofphoenix.webex.com/webink/register/r3c844d1493c92e465305435aa4956812 |
| Site Visit (Non-Mandatory): | June 30, 2026, 11:00am **To RSVP/Register, please visit: https://cityofphoenix.webex.com/webink/register/r3c844d1493c92e465305435aa4956812 |
| Written Inquiries Due Date: | July 9, 2026, 11:00am |
| Offer Due Date: | July 30, 2026, 11:00am |

| | |
|---------------------------------------|---|
| Offer Opening (Non-Mandatory): | <p>July 30, 2026, 11:15am</p> <p>Meeting Link https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m860d48b6efda83095bcbaf794a924000</p> <p>Join by phone +1-415-655-0001 US Toll Access code: 2340 274 4597</p> |
|---------------------------------------|---|

Please note: Registration or RSVP to participate in the Pre-Offer Conference or Site Visit is required in order to obtain the Pre-Offer Conference and Site Visit meeting information. An Offeror who wishes to join the Pre-Offer Conference or Site Visit for this Solicitation is required to register using the weblink or access code provided prior to the meeting. Upon completion of registration, the Pre-Offer Conference and Site Visit meeting information will be forwarded to the registered email address.

2. Instructions

2.1. Description – Statement of Need

- A. The City of Phoenix Aviation Department (City, Aviation) invites sealed offers for delivering a turn-key passenger flow management system (System, Pax Flow System) at Phoenix Sky Harbor International Airport (PHX). The Contractor will be responsible for the design, procurement, installation, programming, testing, training, commissioning, and ongoing maintenance and support for the System. The resulting contract will be for a seven (7) year contract term, commencing on or about January 1, 2027, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk, as required by the Phoenix City Charter.
- B. This Solicitation is available through the City’s Procurement Portal. For technical support issues related to the City’s Procurement Portal, Offeror may use the support bubble on the bottom right or email procurement-support@opengov.com for any assistance. For other issues related to this Solicitation, please contact the Procurement Officer listed under Contact Information.
- C. 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.

2.2. Minimum Qualifications

The City reserves the sole right to determine whether Offerors meet the Minimum Qualifications. Offerors must meet all minimum qualifications listed below. Should an Offeror fail to meet any of the minimum qualifications, the Offer will be disqualified as non-responsive.

- A. Offeror Experience
 - 1. Offeror must possess a minimum of five (5) years of continuous experience within the last seven (7) years immediately preceding issuance of this RFP in implementing and managing PAX Flow Systems **and** have successfully completed at least three (3) system implementations that are related to passenger and crowd flow management at a medium or large hub U.S. airport as defined by the Federal Aviation Administration (FAA). The system implementation scope must include hardware and software installation, data integration, and system operation.
 - 2. An Offeror may not use a subcontractor’s experience to meet the Offeror’s minimum qualification.
 - 3. Offeror must provide, at a minimum, documentation that includes the following information to demonstrate that the Offeror meets the minimum qualifications for this RFP, or the Offeror’s proposal will be disqualified as non-responsive.
 - a. Contract name and identifying number

- b. Name of Contracting party, e.g., airport
- c. Contract duration
- d. Project scope description and
- e. Other pertinent information to demonstrate Offeror meets the minimum qualifications

B. Project Lead Experience

1. Offeror must assign one (1) dedicated, full-time Project Lead, who will be available for the duration of the project implementation and primary point of contact for Aviation.
NOTE: System implementation is defined as hands-on involvement in planning, coordinating stakeholders, deploying, integrating, testing functionality, training end users, and ensuring the successful adoption and ongoing performance of a system.
2. The assigned Project Lead must have led a minimum of five (5) key personnel, while performing at least two (2) system integrations, implementations, and/or replacement technology projects at a medium or large hub U.S. airport as defined by the Federal Aviation Administration (FAA).
3. Offeror's assigned Project Lead may not be changed during the course of the solicitation process, including the time up to the contract award. After the contract award, the Project Lead may be changed by submitting to the Aviation Department Representative (ADR) a resume and other supporting documentation attached evidencing that the new Project Lead meets the same minimum qualifications.
4. Offeror's assigned Project Lead must hold current certifications from the PAX Flow System manufacturer. Certifications must be valid and provided to the ADR within 30 days of notice of contract award.

C. Additional Evaluation Factors

1. As part of this solicitation process, all Offerors who submitted proposals will receive an email communication from the Procurement Officer with a link. The Offerors must complete and submit the required questionnaire within the timeframe indicated for the following:
 - a. Data Privacy Questionnaire; and
 - b. Vendor Security Maturity Questionnaire.
2. The City will assess the Offeror's risk profile based on these submitted documents, aiming to determine if the Offeror's IT security practices align with the required security standards and present an acceptable level of risk. The risk assessment results will be a significant factor in determining the Offeror's pre-award qualification status. Offerors

who do not receive a favorable risk assessment may be disqualified from further consideration in the procurement process.

3. Failure to submit the questionnaires, or failure to meet the minimum standard, will result in the Offer being deemed non-responsive.
4. The City may verify statements, request clarifications regarding the questionnaires or supporting documents, and reject Offers that contain misrepresentations.

2.3. Bank's Letter of Commitment or Statement of Bonding Ability

Offerors must submit a letter from a bank or other financial institution evidencing the bank's commitment to provide the Offeror, if successful, with a Letter of Credit (LOC), bond, or Cash Deposit in the amount stated in **Section 2.24 – Performance Guarantee**. If submitting a Performance Bond, Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this Solicitation. Submittals received without the required bank's letter of commitment or statement of bonding ability may be considered non-responsive.

2.4. Site Maps

- A. Aviation will provide floor plans, including square footage and location layouts ("Drawings"), for PHX Terminal 3 (T3), PHX Terminal 4 (T4), PHX Sky Train® (Sky Train) Stations, and the PHX Rental Car Center (RCC). These Drawings are important for this project, and it is mandatory for the Offeror to review the Drawings prior to finalizing an Offer for submittal.
- B. Due to the sensitive and confidential nature of these Drawings, Offeror must submit a signed and dated **Attachment J – Sensitive Security Information Acknowledgment Form** to the Procurement Officer via email before receiving any confidential drawings. Both the submission of the **Attachment J – Sensitive Security Information Acknowledgment Form** and the receipt of the Drawings must occur prior to the Offer Due Date stated in the Schedule of Events.
- C. **Failure to submit the completed Attachment J - Sensitive Security Information Acknowledgment Form by the Offer Due Date may result in the Offer being deemed non-responsive and rejected.**
- D. To receive the confidential Drawings:
 1. Email the completed and signed **Attachment J – Sensitive Security Information Acknowledgment Form** to the Procurement Officer at Amy.m.turner@phoenix.gov. Please include the RFP number in the email.
 2. Once the Procurement Officer is in receipt of the completed **Attachment J – Sensitive Security Information Acknowledgment Form**, a secure link to the Drawings will be provided to the Offeror.

- E. All drawings and files provided must be destroyed in accordance with 49 C.F.R. Parts 15 and 1520, no later than Notice of Award or, if applicable, upon contract completion.

2.5. Preparation of Offer

All forms provided must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included, or your Offer may be deemed non-responsive.

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.

All time periods stated as a number of days will be calendar days.

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 the Offer due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the Solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the Solicitation and other related documents.
- D. 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.
- E. Offerors are reminded that the specifications stated in the Solicitation are the minimum level of specifications 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.
- F. 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.

- G. 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.

2.6. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the Solicitation opening date.

2.7. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete Solicitation and Addenda from the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/248051>. 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 Headquarters, 2485 East Buckeye Road, Phoenix, Arizona 85034. It is the Offeror's responsibility to check the City's Procurement Portal, read the entire Solicitation, and verify all required information is submitted with their Offer.

2.8. 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.

2.9. Inquiries

All questions that arise relating to this Solicitation should be directed via City's OpenGov Procurement Portal 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 Phoenix City Council(Council) awards the Contract. All questions concerning or issues related to this Solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the City's OpenGov Procurement Portal.

2.10. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this Solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda through the City's Procurement Portal.

Changes to terms and conditions of the Solicitation and resulting Agreement made pursuant to an addendum shall be memorialized in the Solicitation and resulting Agreement document. To that end, a parenthetical will be added to applicable provision(s) referencing the addendum that

imposed the change. The language in the relevant final contract provision will reflect the updated version.

2.11. Business in Arizona

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

2.12. 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.

2.13. Certifications

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.

2.14. Submission of Offer

- A. Offers must be in possession of Aviation 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 Aviation's clock.
- B. Offers should be submitted electronically via the City's Procurement Portal by clicking on "Draft Response" via <https://procurement.opengov.com/portal/phoenix/projects/248051>. Offerors that are unable to submit electronically should contact the Procurement Officer to discuss the logistics of hard copy submittals. Offerors must be registered with OpenGov by signing up via <https://procurement.opengov.com/signup>. Vendor training guides can be found at: <https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed>
- C. Any original documents (such as bonds, guaranties, powers of attorney), if required by the Solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.
- D. It is the responsibility of the Offeror to ensure that the Offer is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the upload as received/stamped by the City's Procurement Portal will

provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

- E. For assistance with submittals, Offerors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.
- F. **Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.**

2.15. Withdrawal of Offer

At any time prior to the Solicitation due date and time, an Offeror (or Offeror's authorized representative) may withdraw the Offer by clicking "Unsubmit Response" on the Offer submission via the City's Procurement Portal.

2.16. Offer Results

Offer openings will take place on their designated date and time indicated in the Schedule of Events, through remote video and telephone conference with the link and dial-in phone number below:

Meeting Link

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m860d48b6efda83095bcbaf794a924000>

Join by phone:

+1-415-655-0001 US Toll

Access code:

2340 274 4597

The name of each Offeror, and the price may be read and/or viewed. Offers are not available for public inspection until after the City has posted the award recommendation on the City's Procurement Portal.

The City will post the Offeror's name on the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/248051> within five business days of the Offer Opening. Offers are not available for public inspection until after the City has posted the Award Recommendation on the City's Procurement Portal. Once the City has reviewed the Offers, the City will post an award recommendation on the City's Procurement Portal. The City will not provide any further notification to unsuccessful Offerors.

2.17. Certificates of Insurance

Upon notification of a recommended award, prior to the commencement of any work, the Offeror must submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this Agreement. Insurance requirements are non-negotiable.

2.18. Award of Contract

Unless otherwise indicated, award(s) will be made to 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.

- A. Factors that may be considered by the City include:
 - 1. 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;
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
- B. 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.
- C. 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 Aviation 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.

2.19. Solicitation Transparency Policy

- A. 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 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. "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 canceled 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.

2.20. Protest Process

- A. 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 addendum 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.
- B. Therefore, unless otherwise notified by a formal addendum, the Protester must adhere to all Solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.
- C. 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.
- D. Offeror may protest an Award Recommendation if the Offeror can establish that it had a substantial chance of being awarded the Contract and will be harmed by the

recommended award. The City will post recommendations on the City's Procurement Portal to award the Contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the Award Recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

- E. All protests will be in writing, filed with the Procurement Officer identified in the Solicitation, and include the following:
 - 1. Identification of the Solicitation number;
 - 2. The name, address, and telephone number of the Protester;
 - 3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 4. The form of relief requested; and
 - 5. The signature of the Protester or its authorized representative.
- F. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the Contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code (Phoenix City Code, Ch. 43), and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.21. 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 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 be 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.

2.22. Late Offers

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

2.23. 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 Offer 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.

2.24. Performance Guarantee

Not later than the Effective Date of this Contract, Contractor shall deliver to City a Performance Guarantee in the amount of **\$150,000**. Contractor must maintain the Performance Guarantee for the entire Term of this Contract. The Performance Guarantee secures payment of all fees and any other amounts owed by Contractor to the City under this Contract and secures the performance of all of the Contractor's obligations under this Contract. City will not pay interest to Contractor on the Performance Guarantee.

A. **Guarantee Instrument:**

1. If the Performance Guarantee is in the form of an irrevocable standby letter of credit (LOC), then the Contractor shall use the City's **LOC Form**, attached hereto and marked **Attachment L**. The LOC shall be issued by either: (1) a financial institution with counters in the Phoenix metropolitan area at which the City may make draws on the LOC; or (2) a financial institution with headquarters in the United States on which City may make telefacsimile draws. Unless the City receives a written extension of the LOC in a form acceptable to the City at least sixty (60) days before the end of the term of the LOC, the City, without notice to Contractor, may draw upon the full amount of the LOC and retain all proceeds as a cash Performance Guarantee. Any changes to the LOC required provisions must be approved in advance by the Aviation Department Director.
2. If the Performance Guarantee is in the form of cash, Contractor shall deliver to the City a completed **Cash Deposit for Performance Guarantee Form** attached hereto and marked **Attachment M**.
3. If the Performance Guarantee is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies.

- B. **Duty to Restore:** The Performance Guarantee ensures the full and timely performance by Contractor of all its obligations under this Contract and is security for payment by Contractor of all claims by City. City may draw on or make a claim against the Performance Guarantee if Contractor breaches or fails to perform under this Contract. If City draws on

or makes a claim against the Performance Guarantee, then Contractor, upon demand from City, shall replenish the Performance Guarantee to its previous amount within thirty (30) days of City's draw or claim.

- C. **Return:** After the expiration or earlier termination of this Contract, City will return the Performance Guarantee to Contractor less any fees, additional payment, or any other amount due to City.

2.25. Determining Responsiveness and Responsibility

- A. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- B. Responsiveness: Non-responsive Offers will not be considered in the evaluation process. The Solicitation states criteria that determine responsiveness, and the Solicitation includes terms and conditions that, if included or excluded from Offers (as the case may be), will render an Offer non-responsive.
- C. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City, in its sole discretion, may instruct in writing that any Offeror remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be non-responsive.
- D. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- E. The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- F. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

2.26. 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.

2.27. Offers Not Within the Competitive Range

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

2.28. Discussions with Offerors in the Competitive Range

- A. 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.
- B. Demonstrations - Offerors in the Competitive Range may be invited to construct a hands-on sample or presentation of their solution at Aviation. 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.

2.29. Best and Final Offers (BAFO)

- A. 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.
- B. 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.
- C. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- D. 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.

3. Scope of Work

3.1. Introduction

The City of Phoenix Aviation Department (City, Aviation) is seeking a qualified Contractor to deliver a turn-key passenger flow management system (Pax Flow System, System) at Phoenix Sky Harbor International Airport (PHX). The Contractor will be responsible for the design, procurement, installation, programming, testing, training, commissioning, and ongoing maintenance and support for the Pax Flow System.

Initial implementation of the Pax Flow System will be at Transportation Security Administration (TSA) security checkpoints within PHX terminals and at PHX Sky Train® (Sky Train) stations. The new Pax Flow System will replace Aviation's current system operating at TSA Checkpoints in T3 and T4, which monitor and report real-time data to provide security checkpoint queuing wait times and passenger counts. Additionally, the System will include a people-counting feature at six (6) Sky Train stations to capture the number of passengers boarding and offboarding trains. These System functions are collectively referred to as the "Project". While the Pax Flow System is expected to expand as the footprint of PHX continues to grow, such future expansion is not included in the scope of this Solicitation.

3.2. Aviation Department Representative

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

| ADR | Phone | Email |
|-----------------|--------------|-----------------------------|
| Alvin McDonnell | 602-683-3905 | alvin.mcdonnell@phoenix.gov |

3.3. Project Objectives

The purpose of this Project is to enhance passenger travel experience by replacing the existing legacy TSA checkpoint wait-time monitoring system and the current Sky Train people-counting technology with a modern Pax Flow System. This updated System will allow Aviation and its stakeholders to measure, manage, and communicate passenger flow activity at the TSA security checkpoints and Sky Train stations.

To achieve this, the new Pax Flow System must accurately detect and monitor passenger queue lengths, capture passenger counts, and determine actual wait times experienced by passengers in the queues. Additionally, the System must record Sky Train boarding and offboarding activity to provide reliable data on passenger usage.

During the transition phase from the legacy system to the new System, the new Pax Flow System must be installed and operated in parallel with the existing systems. All legacy systems must

remain fully operational until the new System has been completely deployed, tested, completed a successful endurance period, and received final acceptance from Aviation.

3.4. System Functional Requirements

The following are the minimum functional requirements for the Pax Flow System.

A. **Passenger Detection and Monitoring**

1. Use of LiDAR is preferred, however Aviation may consider a hybrid approach with LiDAR and other non-proprietary technologies to detect and monitor passenger movements in real-time at TSA security checkpoints and Sky Train stations.
2. Contractor will recommend and provide all necessary equipment (except as noted in paragraph 4 below) for a fully functioning system at all required locations:
 - a. T3 TSA Checkpoint
 - b. T4 TSA Checkpoint A
 - c. T4 TSA Checkpoint B
 - d. T4 TSA Checkpoint C
 - e. T4 TSA Checkpoint D
 - f. 44th Street Sky Train Platform
 - g. East Economy Sky Train Platform
 - h. T4 Sky Train Platform
 - i. T3 Sky Train Platform
 - j. 24th Street Sky Train Platform
 - k. Rental Car Center Sky Train Platform
3. Recommended equipment must:
 - a. Capture data at a rate of 250ms or less
 - b. Deliver the position data with a maximum latency of 2 seconds
 - c. Deliver the position data with a precision of 50 cm or less
4. City will provide all required conduit, low voltage and data cabling and network connectivity necessary for the Project.

B. **Dynamic Pax Flow Management**

1. The System must dynamically detect and monitor queues that form and dissipate as part of daily operations and provide information, including but not limited to the following information:

- a. queue length (i.e., number of people in the TSA checkpoint queue),
 - b. actual queue wait time (i.e., how long it takes for the queue to get from point A to point B),
 - c. estimated queue wait time, and
 - d. similar data.
2. The System must adapt to changes in passenger flow due to unforeseen circumstances, such as delays, cancellations, emergencies, and queue configuration changes, and allow for dynamic adjustments based on real-time conditions.
- C. **Queue Segmentation** The System must provide information based on various segments of the same queue. For example, the length of time it takes to move in the queue from the start of the queue to the TSA Travel Document Checker (TDC) podium, from the TDC podium to the X-ray screening station, and from the screening station to the recomposure area just after the passenger screening area. Additionally, the System must dynamically include additional passenger wait time in the overflow area in its calculations.
- D. **Queue Differentiation** The System must dynamically detect and provide information on different queues that form concurrently in the same physical area but pertain to different operational processes. For example, the System must be able to differentiate queues for General Boarding Lane, Special Needs/Priority, TSA Pre-Check Lane, CLEAR, PHX Reserve, and other lines that may be allowed to form from time to time at a TSA security checkpoint. The System shall dynamically detect open and closed lanes and lane switching (e.g. TSA PreCheck vs General Boarding or blended lanes).
- E. **Operational Segmentation - Employees and Passengers** The System must have the capability to discern between airport representatives, TSA uniformed workforce, passengers, and other populations to strengthen the accuracy of anonymized data.
- F. **Passenger Counts** The System must be able to provide an accurate count (99.5%) of people physically present in the TSA checkpoint queues and the number of people boarding and offboarding train cars at each Sky Train station.
- G. **Predictive Queue and Wait Time Forecasting** The System must be able to use historical information, real-time queue and passenger flow information, and other sources of data (e.g., flight information) to predict queue lengths, wait times and passenger activity levels in specific parts of PHX. For example, the System must be able to provide an estimated wait time at a TSA Security Checkpoint based on historical wait times, current wait times, projected passenger volumes, number of individuals in line, line speeds, projected flight activity, and TSA staffing models and checkpoint processing rates.
- H. **Alerts Based on Service Level Thresholds** Upon reaching preset thresholds for wait times and queue lengths, the System must be able to notify stakeholders via a dashboard,

email, and text alerts to enhance Aviation's ability to allocate its resources based on real-time needs. The Pax Flow System must have the capability to provide customizable alert notifications. The System shall detect abnormal activity (e.g. sudden crowd surges). The System shall also alert airport personnel.

I. Expansion and Scalability

1. The Pax Flow System must be capable of scaling additional operational areas across the current footprint of PHX, including, but not limited to, ticket counters, concessions, baggage drop-off, airline lounges, terminal curbsides, airport roadways, gate hold areas, restrooms, and aprons without requiring any system architecture changes.
2. The System must also support expansion into other passenger and operational areas, such as pedestrian walkways, employee access points, commercial and retail queuing areas, and perimeter fence monitoring to enhance both passenger experience and security.
3. The Pax Flow System must be designed for modular scalability, enabling capacity expansion without proportional cost increases.
4. The System proposed must include architectures that optimize resource utilization and minimize incremental costs as demand grows.
5. The Pax Flow System must be flexible and easily adapt as queue configurations are changed, for example, a TSA checkpoint lane layout changes.

- J. **Integration** The System must provide a fully functional application programming interface (API) that enables the retrieval of operational data. This API must support seamless integration with other airport operational systems and third-party platforms through standardized protocols or an integration platform. Additionally, the Pax Flow System must allow ingestion of data into an enterprise data warehouse to support analytics and reporting.

- K. **Configurable and Dynamic** The System must be highly configurable and flexible so Aviation and its stakeholders can understand, visualize, and manage passenger flow and queueing in multiple ways. The Pax Flow System must support a variety of operational perspectives. For example, terminal operations staff may need to review passenger flow data to determine queue lengths, wait times, and train passenger counts during peak periods such as holidays or special events. The System shall provide an operator toolkit to define, visualize, and adjust queue entry and exit boundaries.

L. Technology Capabilities

1. The System must be able to collect, transmit and store high volumes of passenger data traffic. The System also must use either on-premises, cloud, or hybrid infrastructure for storage, processing, and delivery of passenger flow analytics.

2. The System must be capable of differentiating and monitoring data for large volumes of passengers simultaneously, especially during peak times, such as holidays or special events.
3. The System must be able to integrate with airport business intelligence platforms, data warehouses or other data stores, if needed to share data analytics and insights.

M. Reporting / Dashboard

1. Minimum Requirements for System Reporting and Dashboard Capabilities

- a. Ad hoc reporting: The Pax Flow System must provide robust ad hoc reporting tools that allow authorized users to query, filter, and analyze the full range of collected data points without vendor intervention. This includes historical, real-time, and predictive datasets to support operational decision-making.
- b. Secure, role-based access: Reports, dashboards, and administrative interfaces must be securely accessible from desktop environments, with access controlled through PHX defined user groups and permission structures. The Pax Flow System must align with Aviation-defined security and infrastructure standards outlined in this Scope of Work.
- c. Mobile access and cloud support: Where feasible, the Pax Flow System must provide mobile-friendly dashboards optimized for responsive viewing on tablets and smartphones. Preference must be given to cloud-based or hybrid architectures that inherently support modern mobile reporting capabilities. On-premises deployments may offer limited mobile functionality and must clearly describe any constraints associated with such environments.
- d. Advanced data visualization: Dashboards must include a suite of visualization tools, including but not limited to heat maps, density plots, trend lines, queue length charts, dwell time visualizations, and passenger-movement flow diagrams to support intuitive understanding of operational conditions. Visualizations must be configurable and exportable to meet stakeholder reporting needs.
- e. Custom reports and dashboards incorporating multiple user accounts that include but are not limited to:
 - i. Passenger wait times per TSA checkpoint, per queue lane, with passenger counts as follows:
 - I. Hourly with 15-minute averages per queue
 - II. Weekly with hour-by-hour average per queue
 - III. Monthly with weekly averages
 - IV. Yearly with monthly averages

- ii. Passenger on and off counts, time stamps for each Sky Train platform door and aggregate on/off counts for each Sky Train
 - iii. Station by name
 - I. Daily with hour-by-hour averages by berth (Sky Train door)
 - II. Weekly with hour-by-hour average by berth (Sky Train door)
 - III. Monthly with weekly average by berth (Sky Train door)
 - IV. Yearly with monthly average by berth (Sky Train door)
- 2. **Future Proofing** The Pax Flow System must be modular, allowing for seamless upgrades and expansions as technology advances, new technologies emerge, or airport requirements evolve. It must also be adaptable to emerging challenges, including changes in security protocols, shifts in passenger behavior, and evolving airline industry trends.
- N. **Pre-PROD/Test Environment** Contractor must provide and maintain a fully functional pre-production and test environment that replicates the production system and includes all necessary components. This environment must be available for Aviation's use throughout the initial implementation and remain available for the entire Contract period to support testing of integrations, patches, configuration changes, hardware, and software updates before deployment to production.
- O. **Spare Parts** A minimum of 5% of all spare components must be procured by the Contractor to be stored at PHX. An itemized parts list must be included in the **Attachment D - Fee Schedule**.
- P. **Data Access and Metrics Dictionary** The Pax Flow System must provide a mechanism (e.g. Restful API, database-level connectivity) to access all source data necessary for operational reporting, analytic modeling, historical analysis, and integration with PHX's Enterprise Data Warehouse (EDW) and Business Intelligence platforms. This must include a data dictionary and definitions of all metrics and derived metrics (e.g., actual wait time, predicted wait time, queue length, segment counts, passenger throughput, dwell times, occupancy, Sky Train boarding counts).

3.5. Account Management Requirements

- A. Contractor must demonstrate conformance with the City's Identity Management Standard (INF200.201)-**Attachment N** and Password Management Standard (ISS300015)-**Attachment O**, including all roles, processes, and technical controls defined therein.
- B. The System must integrate with Microsoft Active Directory (on-premises) and Azure Active Directory/Active Directory Federation Services (ADFS) (cloud) as authoritative sources for authentication.

- C. The City retains sole authority for creating user accounts in Active Directory (AD) and for approving deletions; the System will not bypass these controls.

3.6. Performance Requirements

- A. System Uptime must be maintained at 99.99% except for planned and scheduled maintenance windows.
- B. System Uptime must be measured monthly and a monthly report on System Uptime must be provided by Contractor to the ADR.
1. Monthly System Uptime is calculated as $\text{Uptime (\%)} = (\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100$.
- C. In the event System Uptime falls below 99.99% in any given month due to Contractor-at-fault downtime, Aviation will receive a service credit applied to the monthly maintenance fee according to the following schedule:

| Monthly System Uptime | Service Credit (% of Monthly Maintenance Fee) |
|-----------------------|---|
| 99.99% – 99.00% | 3% |
| 98.99% – 98.00% | 4% |
| 97.99% – 97.00% | 5% |
| 96.99% – 96.00% | 6% |
| 95.99% – 95.00% | 7% |
| 94.99% – 94.00% | 8% |
| 93.99% – 93.00% | 9% |
| 92.99% – 92.00% | 10% |
| 91.99% – 91.00% | 11% |
| 90.99% – 90.00% | 12% |

- D. Service Credits are applied to the next billing cycle.
- E. System Uptime below 90% may trigger termination rights.

3.7. System Infrastructure Requirements

- A. The on-premises server environment must be built as virtual machines running within the airport's VMware clusters and be VMware High Availability (HA) and Distributed Resource Scheduler (DRS) process-tolerant.

- B. Computer resource allocation must be based on virtual machine requirements as opposed to bare metal and will be provisioned with an emphasis on efficient allocation rather than over engineering.
- C. Aviation standardizes on Microsoft stack, meaning Windows/SQL Server, etc. Vendor application must run latest supported version of operating system and database platform no greater than (n-1).
- D. Contractor's application must be tolerant of Microsoft Volume Shadow Copy service as part of snapshots and backup operations.
- E. Microsoft Clustering is not approved for use in the environment.
- F. All edge and cloud components shall maintain cryptographically authenticated time synchronization using secure protocols (e.g., authenticated NTP or secure PTP).
- G. Time synchronization shall ensure consistent timestamps across all System components.

3.8. Availability and Monitoring Requirements

- A. Pax Flow System must provide equipment health telemetry, including monitoring uptime, performance, and component status. This information must be presented on a graphical user interface (GUI) dashboard for PHX staff to monitor.
- B. Pax Flow System shall detect, log, and report errors in real time, including malfunctions, data anomalies, and communication failures and must send alerts via text and email immediately to Aviation stakeholders of System outages or failures.
- C. Pax Flow System must generate an hourly automatic fault report in real time as the System monitors and automatically tests itself.

3.9. Design Services Requirements

Upon receipt of the notice to proceed from PHX, the Contractor must begin the design phase immediately.

- A. **Design Requirements** The Contractor must provide a design for a new PAX Flow System and people-counting system that meets or exceeds the required features, functions, characteristics, qualities, and properties outlined within this Scope of Work.
- B. **Design Reviews** Aviation will have a minimum of ten (10) business days for each design review submitted by Contractor.
- C. **Design** Contractor will provide preliminary and final designs for review by the ADR. All designs must include design drawings and are subject to approval of Aviation prior to being considered final.
- D. **Drawing Package(s)** The Contractor must develop a drawing package that adheres to industry standards and requirements outlined in the City of Phoenix Aviation Department

Design Manual <https://www.skyharbor.com/media/fhupg431/phx-dvt-gyr-design-manual-october-2018.pdf>

3.10. Functional Specification Requirements

- A. The Contractor must develop the functional specifications including, but not limited to:
1. Space and power plans for parallel systems and the final configuration in the technology rooms
 2. Redundancy requirements for seamless failover
 3. Uninterruptable Power Supply (UPS) requirements
 4. Architectural services must be provided to support any elements that may need aesthetic integration into the Project. A clean look and feel for the System endpoints are required to fully assimilate with its existing architectural environment in PHX terminals.
- B. **Design Narrative** The Contractor will develop and submit a design narrative, inclusive of a matrix of functional requirements of the desired System which becomes the requirement of the Installation Phase. The design narrative will cover the System concepts, features, and parameters as well as the overall approach to the Project. An initial design narrative must be provided, followed by updated versions at every deliverable milestone. The design narrative must include:
1. A dual system plan,
 2. Commissioning and decommissioning of new and old systems,
 3. Defined areas and hours of work,
 4. Rolling staff training activities,
 5. Temporary system phasing,
 6. A backup plan in case neither system is operational in an installation area.
- C. **Project Schedule**
1. The Contractor will develop and submit an Installation Schedule Phasing Plan with geographic milestones for in-depth Project elements. This plan will be reviewed and approved by the ADR, and the work will be performed overnight during off-hours.
 2. All activity included in the Installation Schedule Phasing Plan must be pre-approved by the ADR and occur during PHX's standard maintenance window (1:00 AM - 4:00 AM local Phoenix time), after last departure flights or in coordination with the closure of the checkpoint.
 3. Installation activity at the Sky Train stations must be pre-approved by the ADR and occur during off-peak hours of operation, typically between 10:00 PM - 5:00AM.

- D. **Device Matrix** The Contractor will develop and submit a Device Matrix to include locations, names, IP addresses, types, and templates as part of the design deliverables.
- E. **Bill of Materials and Schedule of Values** The Contractor will provide an itemized Bill of Materials or Schedule of Values with part numbers, quantities, unit material costs, unit labor costs, and end of life (EOL) dates, as applicable as part of the design deliverables.
 - 1. Product Cut Sheets: The Contractor will submit Product Cut Sheets.
 - 2. 90% Design Submittals: The Contractor must submit 90% Design documents for review and approval by the ADR.
 - 3. 100% Design Submittals: The Contractor will develop and submit 100% Design documents for review and approval by the ADR.
 - 4. Final Documentation: The Contractor will develop and submit Final Documentation showing any deviations or additional details not shown in the initial set of drawings.

3.11. Project Execution and Implementation Requirements

A. **Project Management Services**

- 1. Contractor will conduct a Project kickoff meeting within three (3) weeks after Contract execution. Contractor must present a draft project plan, baseline project schedule, communications plan, problem escalation procedures, and key project staff.
- 2. Contractor will provide a project management program and a qualified Project Lead as the single point of contact, for the duration of the Project with the capability to be on-site as required. Contractor will be ultimately responsible for all aspects of the Project, including work performed directly by its personnel, as well as by its subcontractors.
- 3. Contractor must maintain and provide Aviation with access to all Project records in electronic format using a project management database approved by Aviation.
- 4. Contractor is responsible for all coordination with Aviation and their representatives and stakeholders throughout the Project. Contractor must consider that phasing requirements, concurrent system rollout, and active airport conditions require extra coordination for this Project.
- 5. Contractor is required to conduct status review meetings with the ADR or his designee, to report on scope, schedule, resources, quality, and risk mitigation. During the design phase the status meetings may be bi-weekly. During the implementation phase, status meetings will be weekly.
- 6. Throughout the duration of the execution and implementation phase, Contractor must provide written weekly status reports to the ADR. Such weekly report is due on the following Tuesday at noon.

7. Contractor must abide by Aviation standards as listed in City of Phoenix Aviation Department Design Manual <https://www.skyharbor.com/media/fhupg431/phx-dvt-gyr-design-manual-october-2018.pdf>. Compliance with these standards must include the timely providing of information to the ADR for submittal to Aviation's Change Advisory Board (CAB) for approval of any work that involves production systems. CAB meetings are once per week on Monday afternoons. All change requests must be submitted no later than one (1) business week prior to the day work is to be performed.
8. All project documentation must be supplied in electronic format (Word, Excel, PDF, or RVT as applicable). At a minimum, the documentation listed below in Section 3.14, Project Deliverables must be developed and submitted for approval by the Contractor to the ADR, as noted per the project execution phases and schedule.
9. Contractor and any subcontractor must provide and maintain sufficient knowledgeable and experienced staff to perform each phase of the Project.
10. Contractor's Project Lead must hold current certifications from the System manufacturer throughout the contract term. Certifications must be valid and provided to the ADR within thirty (30) days of notice of contract award.

B. Project Management Plan

1. The Contractor will develop and submit the Project Management Plan (PMP) for review and approval by the ADR within three (3) weeks after notice to proceed is issued. The PMP is a formal, approved document that defines how the project is executed, monitored, controlled, and closed. PMP will include the following:
 - a. Key project personnel with roles and responsibilities
 - b. Scope of Work as included in the Contract
 - c. Work Breakdown Structure (WBS) at the task level
 - d. Task descriptions of each discrete activity
 - e. Baseline project schedule in Gantt format showing dependencies and critical path
 - f. Key milestones and dependencies
 - g. Description of project controls to be used for cost, resource, and schedule management
 - h. A stakeholder register with contact information
 - i. Communications plan for maintaining an excellent dialog with relevant Aviation divisions and organizations
 - j. Quality management plan
 - k. Risk management plan including a risk register and risk mitigation approach

- I. De-installation and recycling of existing equipment including but not limited to, sensors and cameras.
2. The Project Schedule must include a minimum of the following phases of the Project:
 - a. Design
 - b. Installation
 - c. Component Level Testing
 - d. System Level Testing
 - e. Integration Testing
 - f. Test Environment
 - g. Training
 - h. System Ready Testing
 - i. User Acceptance Testing
 - j. Rollout Production Go-Live
 - k. Demolition
 - l. Endurance Period
 - m. Final System Acceptance
 - n. Warranty
 - o. Maintenance and Technical Support

C. Procurement

1. Contractor is responsible for providing all systems, sub-systems, equipment, parts, non-City-provided cables, materials, supplies, and any other ancillary items needed to deliver a fully functioning System to meet the requirements of this Scope of Work.
2. Contractor will manage all resource and supply chain issues so as not to delay the timeline of the project.

D. Installation Services

1. Contractor will provide full installation services, adhering to industry standards and means and methods carried out by qualified personnel to deliver a fully functional System, based on the requirements contained herein.
2. The new Pax Flow System must be deployed and tested while the existing passenger flow management system remains fully operational. The existing queue wait time system hardware must be removed by the Contractor after a successful endurance period and within seven (7) days after final acceptance of the new System.

3. Contractor is responsible for replacing ceiling tiles where old equipment was installed if the tile cannot be reused for new equipment.
4. Aviation will be responsible for removing any cabling belonging to the current system.
5. The current people-counting system's hardware for the Sky Train will remain in place.
6. Contractor is required to utilize and be familiar with the "Pardon Our Dust Program" requirement as detailed in **Attachment E - Pardon Our Dust Program Minimum Notice Requirements**. <https://www.pardonourdust.com/index.html>
7. Before the installation phase of the Project begins, Contractor must provide to the ADR a list of names of personnel ("team"), who will be responsible for dealing with cutover problems or unexpected system outages that can occur at unusual hours or unexpectedly throughout the duration of the Contract.
8. During the installation phase of the Project, the Contractor will provide services for installation, training, testing, inspection, adjustment, correction, and certification of facilities and systems to ensure that the System and Project perform as specified. The installation phase ends with final acceptance of the System and Project by the ADR.

E. Training Requirements

1. The Contractor must develop and provide a documented Training Plan for acceptance by the ADR 10 business days prior to the first scheduled training.
2. The Training Plan must describe the methods, techniques, course outlines, materials, syllabus, and course descriptions.
3. The Training Plan must maximize flexibility of the training schedule to accommodate the differing availability of staff within each category.
4. The Training Plan and delivered training must include, at a minimum, the following courses and functions for user training:
 - a. General functionality of the System
 - b. Reporting Features and Functions
 - c. Basic troubleshooting
 - d. System configuration to include but not limited to:
 - Notifications and alerts
 - Reporting
 - e. Major support components (first level technical support)
 - f. Component testing
 - g. Component replacement

- h. Common issues and troubleshooting
 - i. Training on System functions and/or components considered unique and/or important by the Contractor
- 5. Training must be provided prior to the User Acceptance Testing (UAT).
- 6. Training will include:
 - a. End user training
 - b. Level 1 technical troubleshooting training
 - c. Maintenance training
 - d. Administrator training
- 7. Contractor is responsible for training Aviation personnel, as identified by the ADR, in all aspects of the System with all functions.
- 8. At a minimum, training must be provided across multiple Aviation shifts for the following personnel groups:
 - a. Airport Information Technology personnel – Tier 1 support and LAN support
 - b. Operations personnel, including Terminal Operations, Ground Transportation staff
 - c. Public Safety and Security staff
 - d. TSA personnel
 - e. Public Relations staff, including Guest & Employee Experience personnel
- 9. The Contractor will describe its approach to training, detailing the quantity of proposed training sessions, to cover the above-mentioned users and supporters of the new PAX Flow System in the Project. This approach must be reflected in the pricing provided in **Attachment D – Fee Schedule**.
- 10. The Contractor must provide virtual training and field training on-site at Aviation facilities.
- 11. The Contractor must be responsible for training Aviation staff and other stakeholders on three (3) different shifts for the new PAX Flow System. The Contractor must provide identical sessions of both technical and end user training on different days to accommodate different shifts and availability of Aviation staff and stakeholders.
- 12. If factory training is available, the Contractor will include it for Aviation technicians. Dates and personnel for such training must be coordinated with the ADR.
- 13. The Contractor will provide comprehensive training materials for all sessions to be made available in both printed and electronic formats. The training materials will

include but are not limited to manuals, training aids i.e. cheat sheets, flow diagrams, drawings, and user guides.

14. Transmittal of all Operations and Maintenance Manuals: The Contractor must develop and submit Operations and Maintenance Manuals for training purposes and the support and maintenance of the System.
15. At the completion of all training, the Contractor will submit to the ADR the signed attendance records from each training session.
16. During the Operation and Maintenance years of the Contract the Contractor must provide yearly refresher training.

3.12. Testing, Commissioning and Acceptance Requirements

A. **Testing and Commissioning Plan**

1. The Contractor will develop and submit a Testing and Commissioning Plan to include system, functional, and performance requirements for each of the following:
 - a. Component level testing
 - b. System level testing
 - c. Integration level testing
 - d. System calibration
 - e. System ready testing
 - f. User acceptance testing
 - g. Endurance period
 - h. Final acceptance
2. Testing and Commissioning Plan will document the Contractor's approach to the testing and commissioning of the system. It will provide, at minimum, outlines and summaries for each.
3. The Contractor will provide a phased approach for testing and commissioning based on geographical locations i.e.: Checkpoint C is independent of Checkpoint B and the Sky Train.
4. Testing and Commissioning Plan will include, at a minimum, the following criteria:
 - a. How testing will be performed
 - b. When testing will be performed
 - c. Where testing will be performed
 - d. Who will participate in testing and their role(s)

- e. Detailed test cases with clear pass/fail criteria
- f. Dependencies and prerequisites for tests

B. Component Level Testing

1. Similar to Factory Acceptance Testing, Component Level Testing will include the inspection of the various components of the System to confirm that they meet the technical specifications.
2. The Contractor will inspect and test all System components to confirm that they meet the technical specifications.
3. The Contractor will provide the ADR with a report that validates that the components have been tested and that their performance meets all the requirements established in the technical specifications of the manufacturer.

C. System Level Testing

1. The Contractor must perform system level testing to validate that the system is ready for installation and User Acceptance Testing (UAT).
2. System Level Testing includes the testing of compatibility, performance, usability, and functionality testing of an entire application or subsystem.
3. System Level Testing will be performed prior to UAT.
4. System level testing must be complete, and such documentation will be provided to City 3 business days prior to the start of integration testing and UAT.

D. Integration Testing

1. Upon completion of the System Level Testing, the Contractor must begin Integration Testing.
2. Integration Testing must verify the combined system functionality of the integrations with other systems.
3. Integration Testing must verify that the individual components are communicating with both protocol and content, as required.
4. Integration Testing will be completed in the Pre-PROD/Test Environment before testing in production.
5. Testing must be performed against all integrated interfaces.

E. System Ready Testing

1. Upon completion of System Testing and Integration Testing, the Contractor will perform System Ready Testing.
2. System Ready Testing will verify that the System is ready for UAT and installation.

3. System Ready Testing will consist of the execution of all the planned UAT scripts.
4. The Contractor will execute all the System Ready Test scripts.
5. System Ready Testing must be performed and completed by the Contractor before UAT with Aviation can begin. As part of this requirement, the Contractor must provide Aviation with complete System Ready Testing results, including executed test scripts, outcomes, and any identified defects or remediation actions for Aviation review and approval prior to scheduling UAT. No UAT activities may proceed until the ADR has formally reviewed and accepted the System Ready Testing documentation.
6. System Ready Testing may be performed in sequence with UAT when a portion or phase of the system is ready to be implemented. Within this sequence, the Contractor must perform the System Ready Testing and execute test scripts for that portion or phase of the system. Once completed and passed, the Contractor can then coordinate UAT with the ADR for that portion or phase of the system.

F. User Acceptance Testing (UAT)

1. UAT will not be performed until formal training has been provided to the identified Aviation staff by the ADR.
2. Upon completion of System Ready and Integration Testing, Functional UAT testing will occur with Aviation users.
3. UAT will verify that the installed Pax Flow System meets all the required functionality as specified in **Attachment F - Requirements Compliance Matrix**, which will be provided to the Contractor during the UAT phase. All requirements must be cross-referenced in the UAT plan with the appropriate UAT script and correlating requirement in the compliance matrix.
4. UAT must include the following:
 - a. Configured Functionalities: The test scripts must include a checklist of functional items to be verified by users for each system module. All test scripts must state intended results.
 - b. Execution of standard, custom, and ad-hoc reports.
 - c. Final UAT must be conducted in the PROD environment prior to PROD go-live.
 - d. Any discrepancies, errors, or issues discovered during these tests must be logged and corrected by the Contractor at no cost to the City.
 - e. UAT will be conducted as part of the Phasing Plan and be accepted by the ADR prior to going live for each phase of installation in accordance with the Installation Schedule and Phasing Plan.
 - f. UAT will be completed by Aviation in conjunction with Contractor's on-site personnel/team.

- g. UAT will be conducted in accordance with the approved User Acceptance Test plan developed by the Contractor and agreed to by the ADR.
- h. The Contractor will develop UAT test plans, including test scripts and procedures to test every component, function, feature, and integration of the System.
- i. The UAT test plan must be submitted for review and approval by the ADR. Once review and approval have been received by the Contractor, testing may be performed.
- j. The UAT plan must designate what constitutes high, medium, and low priority defects and resolution requirements for each.
- k. Upon completion of UAT, the Contractor will seek formal signoff and signatures from the ADR to approve UAT completion.

G. Endurance Period

- 1. Endurance Period must not begin until all phases of installation, testing, commissioning and acceptance have occurred with no critical issues identified.
- 2. Endurance Period is to ensure the System as implemented is stable and can perform without any issues over a sustained period.
- 3. The Pax Flow System must perform as expected and meet all requirements included in this Scope of Work for thirty (30) consecutive days without any performance or availability issues.
- 4. The Contractor must keep track of all issues that arise during the Endurance Period.
- 5. The Contractor must work with Aviation to develop the criteria for major and minor issues. Major issues shall include any issues that arise which impact the overall stability, data integrity, or performance of the system.
- 6. The Endurance Period must restart in entirety for any major issues found during this period and will require the Contractor to correct the issues and reset the 30-day endurance period.
- 7. Upon successful completion of the Endurance Period, the Contractor will seek formal sign-off and signatures from the ADR to approve completion of the Endurance Period.

H. Final Acceptance

- 1. Final Acceptance of the System will only occur with the successful completion of the 30-day Endurance Period.
- 2. Final Acceptance will not occur until all phases of installation have been successfully performed, and the 30-day Endurance Period has been completed and approved by the ADR.

3. Only upon Final Acceptance can the Contractor schedule work for removal of old equipment.
4. Only upon formal acceptance and closure of Endurance Period can the Contractor and System move into the Warranty phase of the Project.
5. The Contractor must seek formal acceptance of the System only upon the successful completion of the Endurance Period testing. The ADR will provide a Certificate of Final Acceptance once all conditions above have been met.
6. Final Acceptance will be withheld until the following activities have been successfully completed:
 - a. Formal closure of Endurance Period
 - b. Approval of all submittals
 - c. Delivery of final documentation from the Contractor to the ADR
 - d. Successful training and demonstrations, including operation of the System using the fully functional System with interfaces

I. Rollout Production and Go-Live

1. In coordination with UAT and with substantial completion of the training, the System will be rolled out in the production environment to “Go Live.”
2. The rollout into production and “Go Live” will be implemented according to the agreed upon Phasing Plan and Installation Schedule.
3. The new PAX Flow System must be rolled out in the production environment while the existing systems run concurrently. Contractor must schedule work for removal of old equipment once Final Acceptance is complete. Existing operations must be maintained. Transition to the new PAX Flow System shall not hinder stakeholders such as airlines, concessions, or PHX operations.
4. The Contractor must provide, at a minimum, on-site implementation engineering staff and the assigned Project Lead for the duration of the rollout period.

3.13. Warranty Requirements

- A. The Contractor must represent and warrant that the software, hardware, interfaces, workmanship, delivery of the integrated system, warranties, and maintenance services furnished herein, and all Contractor-supplied modifications meet the Contract requirements and the representations of the Contractor's Offer as well as industry standards.
- B. Workmanship, software, hardware, and interfaces must be warranted for a minimum of one (1) year from issuance of Certificate of Final Acceptance by the ADR, which will be

issued after successful completion of the thirty (30) day Endurance Period and Final Acceptance.

- C. All warranties will begin on the date shown in the Certificate of Acceptance that will be issued at the end of successful Final Acceptance. The Contractor will provide a matrix of equipment warranties upon Final Acceptance.

3.14. System Maintenance and Technical Support Requirements

A. **Requirements**

1. Maintenance, repair, and ongoing support services for the new Pax Flow System will be covered under the Contractor's warranty for the first year, which begins upon acceptance of the System by the ADR. No maintenance, repair, and ongoing support services fees will be paid by the City during this first-year warranty period. Aviation requires the Contractor to provide maintenance, repair, and ongoing support services pricing for the remainder of the Contract term, which begins upon expiration of the first-year warranty.
2. The Contractor must provide a year-round, twenty-four-hour per day, seven days a week (24x7x365) manned help desk reachable online and by telephone for immediate service.
3. The Contractor must provide maintenance and technical support services on the entire installed PAX Flow System and its interfaces during the maintenance period. Aviation information technology staff will provide on-site Level 1 support.
4. Before Project close out, the Contractor must develop and provide a Maintenance (Corrective and Preventive) and Technical Support Services Plan and Procedures describing how service calls will be handled and tracked. Maintenance (corrective and preventive) and technical support services plan and procedures must be developed to meet all the System maintenance and technical support requirements and include the following:
 - a. A toll-free service desk contact number that will be answered by a service technician 24x7x365
 - b. Describe the level of expertise the service technician on the service call will have,
 - c. The triage process during the call,
 - d. The call dispatching process,
 - e. Issues tracking process,
 - f. The call escalation procedure,
 - g. Call closeout process, and
 - h. Service call documentation process.

5. The Contractor will provide second and third-level technical support services on the entire installed System and its interfaces during the maintenance periods. The Contractor must be available 24x7x365 to provide second- and third-level technical support to troubleshoot problems associated with the PAX Flow System while adhering to the Minimum Response Times noted in this Contract.
6. Maintenance and Technical Support Services Plan:
 - a. Before Final Acceptance of the Project, the Contractor will develop and submit a maintenance plan that details regularly scheduled preventative maintenance recommendations and specifies the time intervals and activities to be performed at those intervals. Regularly scheduled preventative maintenance to be performed by Aviation, which will not nullify any warranties provided by the Contractor.
 - b. First-level technical support must focus on user-related hardware and basic software-related issues that can be resolved with basic knowledge of the complete System. Aviation will provide first-level technical support that will not nullify any warranties from the Contractor.
 - c. The Contractor will provide second-level technical support services on the entire installed PAX Flow System and its interfaces during the maintenance period. Second-level technical support must focus on troubleshooting all issues or challenges that cannot be resolved by Aviation after providing first-level support.
 - d. Third-level technical support must focus on advanced troubleshooting where software architecture and/or application issues are creating operational challenges
 - e. The Contractor will monitor all patches, updates, and security advisories related to the supported System and provide notification of any items requiring attention. Notifications to the ADR or designee must include severity, relevance, and potential operational impacts.
 - f. The Contractor will test all patches, updates, and fixes in a non-production environment to validate compatibility with the System, confirm adherence to baseline/hardened configurations, and identify any functional or operational risks. The Contractor must provide documented test results for all patches and updates, detailed justification if a patch presents operational concerns. Any claim of operational impact must be supported with technical evidence.
 - g. All approved patches and updates will comply with the City's vulnerability severity rankings and remediation expectations per **Attachment G - ISS-100-005 Vulnerability and Patch Management Standard**. High-severity or security-critical patches must be escalated immediately with recommended mitigation steps. The Contractor will provide technical support, guidance, and troubleshooting assistance before, during, and after patch deployment.

- h. All maintenance activities requiring Contractor involvement must follow Aviation change-management requirements. The Contractor must obtain approval from the ADR or designee for any activity that may affect System availability or operations.
 - i. The Contractor will not disable, bypass, or interfere with any City security controls (e.g., logging, endpoint protection, monitoring agents) unless authorized in writing by the ADR.
 - j. If the System is hosted on-premises, the Contractor must provide a list of approved software updates and patches to the ADR monthly. Upon receipt, Aviation will apply the approved software updates and patches.
 - k. If the System is cloud-based, the Contractor will ensure that software patches, fixes, and updates are performed during non-peak operation periods, as defined by the ADR. All maintenance activity must be pre-approved by the ADR and occur during the standard maintenance window (1:00 AM – 4:00 AM local Phoenix time) and after last departure flights. All System changes must be approved by the ADR prior to the start of work to account for potential operational impacts.
 - l. Contractor will provide documentation when there is an issue with a patch or update, prohibiting the patch or update from being deployed. Contractor will provide guidance on what needs to be done to mitigate associated risks with the non-deployed patch or update.
 - m. Contractor must follow the City's vulnerability management standards as outlined in **Attachment G - ISS-100-005 Vulnerability and Patch Management Standard**.
 - i. Critical vulnerabilities (9.0 – 10.0): 14 days to resolve
 - ii. High vulnerabilities (7.0 – 8.9): 21 days to resolve
 - iii. Medium vulnerabilities (4.0 – 6.9) 28 days to resolve
- 7. The Contractor must keep all System documentation updated and available upon request to the City for the duration of the Contract.
- 8. The Contractor is required to provide, at a minimum, the following:
 - a. A System that is fully functional 24x7x365.
 - b. Service Level Agreement (SLA) document describing and classifying the urgency of support issues (e.g., System down, critical, non-critical, routine, and any other related issues) along with the response times for each classification and the resolution times for each level.

- c. Minimum Response Times-Contractor will provide response times in the following format:

| Priority | Response Time | Description | Examples |
|----------|-----------------------|---|--|
| P1 | Contractor to provide | Any outage of any of the System's functions. | Any outage affecting any location's function to include but not limited to queue segmentation, queue differentiation, passenger counts, alerting, and dashboards |
| P2 | Contractor to provide | Reduction of System operability or functionality which impacts a single function, location, or component. | Any degradation affecting any device or location's function to include but not limited to dynamic passenger flow management, estimated queue lengths and lead times, scalability, queue segmentation, queue differentiation, passenger counts, alerting, and dashboards. |
| P3 | Contractor to provide | Service request | Configuration change or feature request |

B. Change Request

1. All proposed changes performed by the Contractor must be initiated by a change request. Compliance with this process will include providing timely information to Aviation for submittal to the Aviation Change Advisory Board (CAB) for approval on any change that involves production systems. CAB meetings are once per week on Monday afternoons. All change requests must be submitted to the ADR by email no later than one (1) business day prior to the day work is to be performed.
2. All proposed changes must be successfully tested in the pre-production environment and results listed in the change request.
3. Urgent changes may proceed without following the standard change request process; however, an emergency change request must be submitted to the ADR or designee. All emergency change requests must be submitted in writing for approval by the CAB.

- C. **Ticketing System** Contractor must provide Aviation the means to submit trouble tickets or request technical support for service issues in the field for a prompt response in compliance with the SLA. This ticketing support system must allow designated Aviation staff to report issues, track the status, and manage the tickets/issues raised. Each issue must be reported in the ticketing system and uniquely tracked by the Contractor and Aviation. Issue resolution must be discussed with Aviation and closed only after approval by Aviation.

- D. **Technical Support Services** Contractor's tasks will include, at a minimum, the following:

1. Monitoring and diagnostics
2. Problem isolation and identification
3. Configuration and provisioning
4. Outage response and report generation with root-cause analysis, determination, and preventative measures
5. Software and firmware upgrades, including testing. The Contractor must maintain the software within the Pre-PROD/Test environment as directed by Aviation staff
6. Corrective and preventative maintenance
7. Administrative support in documentation of systems and sub-system requirements
8. Maintenance of licenses and warranties
9. Escalation of issues to third-party vendors (manufacturers), as needed
10. In the event of an equipment malfunction or failure, such equipment must be replaced if not repairable. The replacement equipment, including spares, is the responsibility of Aviation, unless under warranty, in coordination with the Contractor.
11. Onsite support will be provided, at the request of the ADR or designee

E. Documentation of Service and Maintenance Records

1. The Contractor must maintain a record of all activity and services provided.
2. The Contractor must document and record all other information related to the changes and updates to the PAX Flow System, interfaces, and infrastructure. A copy of all updated documentation and related drawings must be provided to PHX staff once per year. All such documentation maintained by the Contractor must be owned by and provided to PHX.
3. The Contractor is required to maintain current documentation and records of the following information:
 - a. Module settings and configuration
 - b. System diagrams
 - c. Preventative maintenance records for activity such as annual calibration of devices
 - d. Repair records

F. Software Licenses and Third-Party Software Maintenance

1. The Contractor must furnish, with prior written approval from the ADR, all manufacturer-released software upgrades, firmware, firmware upgrades, and associated licenses for the passenger flow management system hardware, firmware, and software, per the Maintenance and Technical Support Services Plan.

2. The Contractor's obligations hereunder extend to third-party software and customizations as well as other software (including upgrades and new versions to third-party software and customizations).
 3. All new releases must first be tested by PHX in the pre-production/test environment prior to being placed into production.
 4. All updates and installations of new releases must be performed in accordance with industry standard software development practices and PHX approved methodology and procedures.
 5. All updates must include release notes for PHX review and approval.
 6. Without limiting any of its other obligations under this Contract, the Contractor must correct defects in the software within a timely manner to prevent undue risk or service disruption at PHX and take such actions as are necessary to ensure that the software fully conforms to the specifications as set forth herein.
 7. All software to include operating system must meet (n-1) standard and be upgraded prior to end-of-support date; and prefer Microsoft stack for example Windows operating systems and SQL Server for database.
 8. All Microsoft Windows devices will be domain members and active directory authentication is required with named user accounts.
- G. **New Technology** Technology may change during the term of this Contract. Accordingly, the Contractor must meet the following requirements:
1. Software Upgrades and Enhancements:
 - a. The Contractor will provide the ADR or designee with prompt written notice of all upgrades, enhancements, and modifications to either PAX Flow System that become available during the term of this Contract.
 - b. The Contractor must continually provide and update the software after installation, per the Maintenance and Technical Support Services Plan, during the term of this Contract. The Contractor must provide details on benefits and risks of such updates and obtain written approval by the ADR prior to updating or upgrading the software. Aviation will have the option to reject proposed new version and to accept less than the most current version of the software.
 2. New software releases and new versions of firmware:
Per the Maintenance and Technical Support Services Plan, install all new software releases and new versions to firmware (including engineering changes) which are: (a) necessary to correct defects, bugs, and performance issues or enable the System or any component to function at an optimum level; or (b) required by the manufacturer.
 3. Modifications:

- a. The Contractor must include additional development and enhancement work related to any changes to regulatory requirements during the term of this Contract.
 - b. For non-regulatory development or enhancement work, the ADR or designee will work with the Contractor to determine the level of effort and how to proceed.
- 4. Reporting of Defects:
 - a. The Contractor will serve as a single source to address all defects in the System.
 - b. As bugs and/or defects are discovered and verified, the Contractor will provide the ADR, in writing, a detailed defects report that lists the bugs and/or defects affecting the security, performance, or conformance to the System.
 - c. Any defects, bugs, or issues that impact the System's performance or pose a cybersecurity risk to the System installed must be communicated to the ADR within 24 hours of the Contractor becoming aware of the issue.
- 5. Conduct Annual Technology Roadmap Review:
 - a. Contractor must meet with the ADR and others required by the ADR, annually to present and review a Technology Roadmap outlining the Contractor's planned product direction, upcoming features, system enhancements, architectural changes, and emerging technologies relevant to the Pax Flow System.
 - b. The roadmap review must include anticipated impacts on Aviation operations, upgrade schedules, integration considerations, and opportunities for future optimization.

3.15. Project Deliverables

- A. All Project documentation must be supplied in electronic format (Word, Excel, PDF, or RVT as applicable) by the Contractor. At a minimum, the documentation listed below will be developed and submitted by the Contractor to the ADR for approval, as noted per the Project execution phases and schedule. The Contractor must provide all deliverables in draft form, facilitate a comment cycle for Aviation, and then update and submit the deliverables in a final version. The Contractor must provide at least ten (10) business days for Aviation to review of each deliverable.

B. The following is a list of the deliverables noted in this Scope of Work:

| Deliverable | Delivery Phase | SOW Section |
|---|-----------------------|---|
| Operator and Maintainer Training Plan | Design | Training |
| Design Narrative | Design | Functional Specifications |
| Product cut sheets | Design | Functional Specifications |
| 90% Permit documents | Design | Functional Specifications |
| 100% Shop Drawing documents | Design | Functional Specifications |
| Stamped Structural Drawings for all design elements, where applicable | Design | Functional Specifications |
| Product data submittals | Installation | Design Services |
| Shop Drawing submittals | Installation | Design Services |
| Completed and signed User Acceptance Test | Installation | Testing |
| Completion of all training with signed Attendance Records | Installation | Training |
| Transmittal of all Operations and Maintenance Manuals | Installation | Training |
| As-built documents | Closeout | Functional Specifications |
| Maintenance Plan | Closeout | Maintenance and Technical Support Services Plan |

4. Offer Evaluation Criteria

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation factors are not listed in order of importance, and more details are provided in the Scope of Work. The Weight (Points) for each Evaluation Criteria is the maximum points that may be assigned for that Criteria. The following evaluation criteria will be used to evaluate all Offers:

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---------------------|----------------|-----------------|
|-----|---------------------|----------------|-----------------|

| | | | |
|----|--|--------------|-----------------------|
| 1. | <p>Method of Approach</p> <p>Offeror must provide an executive summary in narrative form, not to exceed forty (40) pages. The executive summary must describe its overall method of approach to meet the requirements of the Scope of Work. *Attachments will not count against the total page limit.</p> <p>A. Methodology for data collection/field surveys, design, and implementation. Attach sample template or deliverables from previous projects that demonstrate the firm's methodology, design approach, implementation process, and risk mitigation strategies used to meet a customer's needs.</p> <p>B. Resources used, to include tools, technologies, personnel, partners, and subcontractors to be used to complete the data gathering, design, installation, testing, commissioning, and implementation phases.</p> <p>C. Work Plan that includes schedules, staffing, methodologies for developing and administering various field surveys, and data submission process.</p> <p>D. Requirements compliance with Attachment F - Requirements Compliance Matrix, including requirements that were met, not met, or alternatively proposed.</p> <p>E. Proposed Project Management Plan, outlining communication, risk management and quality control.</p> <p>F. Approach as the Single Integrator, detailing how the Offeror will manage and oversee all aspects of the Project, including system design, implementation, testing, commissioning,</p> | Points Based | 400 (40% of Total) |
|----|--|--------------|-----------------------|

| | | | |
|--|---|--|--|
| | maintenance, and support phases, and the work of all subcontractors. | | |
|--|---|--|--|

| | | | |
|----|--|--------------|-----------------------|
| 2. | <p>Qualifications and Experience of Firm</p> <p>Offeror must submit a narrative statement, not to exceed five (5) pages, to demonstrate that the firm meets the required qualifications and experience to perform the project. At a minimum, the narrative statement must include:</p> <p>A. Company overview, including year established, qualifications, financial capability, and experience that relates to the scope of service outlined in the Solicitation.</p> <p>B. Company's organizational chart.</p> <p>C. Relevant and past experience, including a description of the company's minimum required experience, as outlined in Section 2.2, and historical performance delivering similar solutions.</p> <p>D. References, including three (3) references from medium or large hub U.S. airports as defined by the Federal Aviation Administration (FAA), where the Offeror has successfully delivered a Passenger Flow (PAX Flow) system within the last seven (7) years. Each reference must include:</p> <ol style="list-style-type: none"> 1. Organization name. 2. Contact name, title, email, phone number. 3. Description of services performed, objectives, deliverables, and outcomes. 4. Anticipated schedule vs. actual schedule. 5. Anticipated budget vs. actual spend. 6. Customer feedback describing how the Offeror | Points Based | 100 (10% of Total) |
|----|--|--------------|-----------------------|

| | | | |
|--|---|--|--|
| | mitigated risks or enabled achievement of project goals. | | |
|--|---|--|--|

| | | | |
|----|---|--------------|-----------------------|
| 3. | <p>Qualifications and Experience of Key Personnel</p> <p>Offeror must submit a narrative statement, not to exceed five (5) pages (page limit does not include resumes), to demonstrate the expertise, availability, and commitment of the proposed project team. At a minimum, the narrative must include:</p> <p>A. Resume of each key personnel assigned to this project</p> <p>1. Describing background, specific role, responsibilities and relevant experience (up to 3 pages for each resume).</p> <p>B. Staffing Allocation and Availability</p> <p>1. Level of allocation for each key team members (hours per week or percentage of time).</p> <p>2. Whether each personnel will be onsite, remote/virtual, or hybrid throughout the Contract term.</p> <p>C. Team Structure</p> <p>1. Hierarchical organization chart showing reporting lines, lead personnel, and subordinate team members.</p> <p>2. Identification of any subcontractors and explanation of how subcontractor activities will be managed and integrated.</p> <p>D. Project Lead</p> <p>1. Offeror must assign one (1) dedicated, full-time Project Lead available for the duration of the project implementation and primary point of contact for Aviation throughout the term of the Contract.</p> | Points Based | 100 (10% of Total) |
|----|---|--------------|-----------------------|

| | | | |
|----|---|--------------|-------------------------------|
| | <p>2. The assigned Project Lead must have led a minimum of five (5) key personnel, performing at least two (2) system integration, implementation and/or replacement technology projects at a medium of large hub U.S. airport as defined by the Federal Aviation Administration (FAA).</p> | | |
| 4. | <p>Training, Maintenance & Support Services</p> <p>Offeror must submit a narrative statement, not to exceed ten (10) pages (SLA not included in page limit) describing how Offeror will support Aviation throughout the lifecycle of the System, including:</p> <p>A. Training, Include a Training Plan for end users and technical personnel across multiple shifts. Quality of training materials, delivery approach, and schedule coordination.</p> <p>B. Maintenance, Proposed Service Level Agreement (SLA), including troubleshooting, escalation, response, and resolution times. Maintenance and technical support strategy (routine, corrective, preventive), patching, upgrades, and vulnerability compliance.</p> <p>C. Support Services Spare parts strategy, warranty coverage, and long-term system sustainability.</p> | Points Based | <p>150 (15% of Total)</p> |

| | | | |
|----|---|--------------|-------------------------------|
| 5. | <p>Price</p> <p>A. Attachment D - Fee Schedule must be submitted separately from the Technical Proposal.</p> <p>B. The pricing spreadsheet must be unlocked and unrestricted with no password restrictions.</p> <p>C. Pricing must clearly lay out the following pricing categories within the spreadsheet:</p> <ol style="list-style-type: none"> 1. Design and Installation: <ol style="list-style-type: none"> a. T3 TSA Checkpoint Pax Flow System b. T4 TSA Checkpoint A, B, C, and D Pax Flow System c. Sky Train station people counting system 2. Warranty Period (Year 1) 3. Operations and Maintenance (Years 2-7) 4. Total Cost of Ownership | Points Based | <p>250 (25% of Total)</p> |
|----|---|--------------|-------------------------------|

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

- A. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- B. **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.
- C. **May:** Indicates something that is not mandatory but permissible.
- D. For purposes of this Solicitation, the following definitions will apply:
 - 1. "A.R.S." Arizona Revised Statute
 - 2. "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.
 - 3. "City" The City of Phoenix
 - 4. "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
 - 5. "Contract" or "Agreement" The legal agreement executed between the City of Phoenix, Aviation Department and the Contractor.
 - 6. "Days" Means calendar days unless otherwise specified.
 - 7. "Deputy Aviation Director" or "Aviation Director" The contracting authority for the City of Phoenix, Aviation Department, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, Aviation Department.
 - 8. "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).
 - 9. "Offer" A response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
 - 10. "Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

11. "Solicitation" An Invitation for Bid (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.
12. "Suppliers" Firms, entities or individuals furnishing goods or services to the City.
13. "Vendor or Seller" A seller of goods or services.

5.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's Procurement Portal at <https://procurement.opengov.com/portal/phoenix> to respond to solicitations and access procurement information.

Vendors are required to register in the City's procurePHX Self-Registration System (<https://eprocurement.phoenix.gov/iri/portal>) prior to contract execution. Registration is not required at the time of offer submission. However, the City will not execute a contract with any awarded vendor until registration is complete.

5.3. Business in Arizona

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

5.4. Contract Interpretation

- A. **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.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or Scope of Work
 6. Specifications
 7. Attachments
 8. Exhibits

9. Instructions to Contractors

10. Other documents referenced or included in the Solicitation

- C. **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.
- D. **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.
- E. **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.
- F. **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.

5.5. Contract Administration and Operation

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

C. **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.

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.

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. **Documentation:** Suppliers and Lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 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.
- D. **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:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. 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. 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.
- E. **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:

1. Environmental, safety, and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Contract.
2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notices of violations issued against their firm or their subcontractors, including dates, reasons, dispositions, and resolutions.
3. 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).

- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State, and local laws, regulations, standards, codes, and ordinances when performing under this Contract, regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records, to verify any such compliance. Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts. Contractor shall comply with the provisions of the Supplemental Terms and Conditions to All Airport Contracts attached, marked **Attachment I**, and incorporated herein by this reference.
- G. **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.
- H. **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.

- I. **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.

5.6. Governing Law; Forum; Venue

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

5.7. Audit/Records

- A. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
- B. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.8. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

5.9. Costs and Payments

- A. Under this Agreement, the City will pay for services at a fixed or hourly bill rate, with no additional charges for overhead, benefits, local travel, or administrative support. Payments shall be made in proportion to the Services performed, and no more than ninety percent (90%) of the total Contract price shall be paid before the work is totally completed and accepted by the City.
- B. City will pay any properly passed through sales or use taxes resulting from this Agreement. Contractor shall be solely responsible for payment of taxes based on Contractor's income. Contractor agrees that on all billings, invoices, books, and records relating to this Agreement, Contractor will state the charges imposed for the sale, transfer, and licensing of tangible personal property separately from charges imposed for professional, personal, and technological services, including, but not limited to, software installation, modification, training, consulting, and technical telephone support.
- C. **Invoices.** Contractor shall submit invoices in arrears, on a monthly basis. Each invoice will clearly note any Purchase Order number and be accompanied with itemized receipts, which include approved timesheets. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding an error and/or missing documentation, the City may return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.
- D. **Commencement of Work.** The Contractor is cautioned not to commence any billable work or provide any material or service under this Agreement until Contractor receives a fully executed Contract document or otherwise directed to do so, in writing, by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Contractor recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix, 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.

- H. **IRS W9 Form.** In order to receive payment, the Contractor shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

5.10. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in Section 3 - Scope of Work, substantially changes the scope of work, thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Contractor shall have no power to assign this Agreement, including any right, duty, or obligation of Contractor under this Agreement, without the prior written consent of the City. Contractor shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Contractor to induce the City to enter into the Agreement is Contractor's representation that the individual(s) performing services shall include Contractor's principals as selected through the solicitation process. Therefore, should such named individual(s) sever their relationship with Contractor, or otherwise be unavailable to carry out Contractor's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.
- C. **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.

5.11. Risk of Loss and Liability

- A. **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.
- B. **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.
- C. **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.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the City.
- E. **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 ADR 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 ADR, 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.

- F. **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.

5.12. City's Contractual Rights

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.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **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.
- C. **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.
- D. **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 Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **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.
- F. **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.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City's request upon termination of this Contract. Contractor agrees to assign

to City all rights and interests Contractor may have in materials prepared under this Contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.13. Contract Termination

- A. **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.
- B. **Conditions and Causes for Termination:**
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.
 2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
 - Discontinue advancing the work in progress, or such part that is described in the notice.
 - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
 - Appraise the work it has completed and submit its appraisal to the City for evaluation.
 - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
 3. 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 gives the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.

D. **Temporary Suspension.** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and such additional expense is not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

E. **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.

5.14. Notice

All notices, consents, approvals, and other communications (notices) between the City and Contractor that are required to be given under this Contract shall be in writing and given by (A) personal delivery, (B) email with return receipt requested (read receipt), (C) facsimile transmittal with delivery confirmation, (D) prepaid delivery to any commercial air courier or express delivery service, or (E) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to both:

City of Phoenix
Aviation Department, Procurement & Compliance Services
ATTN: Amy Turner
2485 East Buckeye Road
Phoenix, AZ 85034
Email: avn.contract.services@phoenix.gov

AND

City of Phoenix
Aviation Department, Technology Division
ATTN: Alvin McDonnell, Lead User Technology Specialist
2485 East Buckeye Road
Phoenix, AZ 85034
Email: alvin.mcdonnell@phoenix.gov

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer Page of this Contract.

Notice given in compliance with this Section is deemed received (A) on the day it is personally delivered, (B) on the day it is sent by email, (C) on the day it is sent by facsimile transmittal, (D) two (2) days after it is deposited with any commercial air courier or express delivery service, or (E) five (5) days after it is sent by registered or certified mail as provided above. Any time period stated in a notice shall commence on the date the notice is deemed received. Actual receipt is not required.

If notice is sent by email or facsimile transmittal, then a paper copy shall be sent by prepaid regular first-class mail through the United States Postal Service to the Party at the address listed above. Duplicate notice is merely a courtesy and does not change or extend the effective date of the notice. The failure to receive the duplicate notice does not affect the validity of the notice sent by email or facsimile transmittal.

5.15. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to immediately terminate the Contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one

calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

5.16. Waiver of Claims for Anticipated Profits

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

5.17. State and Local Transaction Privilege Taxes

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

5.18. Tax Indemnification

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

5.19. 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 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.

5.20. No Israel Boycott

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

5.21. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.22. Release of Information - Advertising and Promotion

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City. Please refer to the Aviation Department's Contractor Communication Procedures at <https://www.skyharbor.com/airport-business/on-airport-business/consultants-contractors-tenants/>.

5.23. 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.

5.24. 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 sixty 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.

5.25. 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.

5.26. 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.

5.27. 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.

5.28. No Impairment of Title

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

5.29. No Personal Liability

The City's officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor and are not obligated to perform under any provision of this Contract.

5.30. Successors and Assigns

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

5.31. 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.

5.32. Breach and Remedies for Breach

The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:

- Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
- Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
- Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.
- Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or action seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

Upon the occurrence of any breach by Contractor, the City may elect to do any or all the following at one time or over a period of time:

- File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- Exercise any and all remedies allowed at law or in equity.
- Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.

The City's exercise of any remedy does not terminate and shall not be construed to terminate this Contract. Termination of this Contract must be evidenced by a writing signed by the City for that purpose. The foregoing list of remedies is not exhaustive, and the rights and remedies of the City under this Contract are non-exclusive.

5.33. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

5.34. Delinquent Account Fee

Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.

5.35. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.

5.36. Fair Interpretation

Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.

5.37. No Third-Party Beneficiaries

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5.38. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

- A. Any Contractor whose employees and contract workers perform work in an outdoor environment under this Contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted in English and Spanish on a bulletin board in a break room where it is accessible to employees. If a Contractor does not have a break room, the heat safety plan must be physically placed in a conspicuous location in the workplace where notices to employees are customarily posted. The heat safety plan must also include a contact number of the Contractor that all employees and contract workers can call if they need to

inquire or report any heat safety issues and contain language that the Contractor will not retaliate against any employee or contract worker who reports an alleged heat safety violation or who otherwise avails themselves of the protections provided in this article. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs. Beginning on April 1, 2026, all Contractors shall regularly monitor and maintain a monthly log verifying that all such vehicles have properly functioning air conditioning per the manufacturer specifications and make that log available to the City upon request.
5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

- B. Contractor must verify compliance in **Attachment H - Heat Safety Compliance Form**.
- C. The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this Contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this Contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

5.39. Title VI Solicitation Notice

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about January 1, 2027, and will continue for a period of seven (7) years thereafter.

6.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Aviation Supplies located at 2515 E Buckeye Road, Phoenix, AZ 85034.

6.3. Price

All prices submitted shall be firm and fixed for the initial one-year of the Contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the Contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Aviation Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Aviation Director.

6.4. Discounts from Published Catalogs / Price Lists

Contractor may provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the Contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 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 catalog(s) will not take precedence over the City's terms and conditions specified herein.

- A. All discounts offered will be firm and fixed for the entire Contract period. Discounts offered must be expressed as a single percentage (%) figure for each Contract item. Offers containing chain or multiple discounts may be considered non-responsive.
- B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the Solicitation due date, and pricing cannot be revised during that time. Revised pricing 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. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying

the applicable contract number. Contractor cover letter and pricing list(s) must be dated, signed, and submitted to the Procurement Officer.

NOTE: 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.

6.5. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and the ADR at alvin.mcdonnell@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items or hours 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
- Delivery address
- Payment terms
- FOB terms
- Remit to address

6.6. Method of Payment

Contractor will be paid on a monthly basis in arrears.

6.7. Partial Payments

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

6.8. Supplier Profile Changes

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

6.9. Suspensions of Work

The City 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.

6.10. Hours of Work

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

6.11. Post Award Conference

A post-award conference will be held 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.

6.12. Cooperative Agreement

In addition to the City and with approval of the Contractor, this Contract may be extended for use by other municipalities, public agencies owning public-use airports, and government agencies in the State of Arizona as well as other states.

6.13. 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.

6.14. Delivery

All deliveries shall be made between the hours of 5:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding City holidays. City holiday calendar: <https://www.phoenix.gov/calendar/holidays>.

6.15. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this Agreement. Travel hours and other incidental fees will not be permitted under this Agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

6.16. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- B. 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 that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

6.17. Small Business Utilization

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small businesses. The use of such businesses is encouraged whenever practical.

6.18. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

6.19. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials, and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- B. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

6.20. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor

of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

6.21. Specific Performance

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

6.22. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

6.23. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the

Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

6.24. Demonstration

The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.

6.25. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its Contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$1,000. The City may terminate this Contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Aviation Director will be the sole judge in determining the liquidated damages.

6.26. Procurement Reports

Contractor shall submit reports in an electronic format acceptable to the City during the term of this Contract, commencing one month after the effective date, as requested by the ADR. Total purchases for each department 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.

6.27. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within the agreed-upon timeframe after a written request by the ADR or designee.

6.28. Warranty

Contractor warrants the hardware, software, application(s), or other technology assets provided to the City pursuant to this Contract (collectively, the "Technology Assets"), for a period of one year starting with the date of final acceptance (the "Warranty Period"), to be substantially free of any condition which would make the Technology Assets fail to perform in material accordance with the requirements set forth in this Agreement, including any statement-of-work or scope-of-work document (each such condition to be considered an "Error"). Contractor specifically warrants that all software Technology Assets shall be free of any condition which could make them fail to perform in material accordance with this Agreement (each such condition to also be considered an "Error") for a period of nine months after actual installation of the software. If the City reports to Contractor any errors in the system during the Warranty Period, then Contractor shall, at its expense, use reasonable commercial efforts to modify, replace, or otherwise remedy the faulty hardware, software, electrical component or other Technology Assets as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

STANDARDS AND PRACTICES:

Technology Assets shall conform to the generally accepted standards and practices of the trade or industry involved. All work shall be executed by personnel skilled in their respective lines of work.

QUALIFICATIONS:

Contractor represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to provide and/or perform the goods and/or services purchased by the City pursuant to this Agreement.

INTELLECTUAL PROPERTY WARRANTIES:

Contractor warrants that:

- A. The Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
- B. No act or omission of Contractor will result in a third party holding any other claim that interferes with the City's enjoyment or use of the Technology Assets;
- C. Contractor owns or possesses all right(s), title(s) and license(s) necessary to perform its obligations hereunder; and
- D. As of the effective date and throughout the term of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

6.29. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property at various locations at Phoenix Sky Harbor International Airport.

6.30. Evaluation Literature

Offers submitted for products considered by the Contractor to be equal or better than the products specified herein must be submitted with technical literature and/or product brochures for the City's use to evaluate the offered products. Complete specifications, literature, illustrations, blueprints, photos etc. describing the offered product shall be included with the Offer. Contractor shall indicate any variation between the product offered and the literature submitted.

6.31. 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 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" if 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 items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered 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 shall so notify the City prior to the offer opening due date.

6.32. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the ADR or designee prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

6.33. Inventory Levels

Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the Contract.

6.34. Manuals

All complete operating manuals and parts manuals are to be furnished upon delivery at no additional cost to the City.

6.35. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

6.36. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this Solicitation. If a product or model is discontinued by the manufacturer, the City, in 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 will 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 functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.

6.37. Pallet Charge

All pallets supplied shall be non-refundable, no-deposit.

6.38. Repair and Replacement Parts Guarantee

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City 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 warranty 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.

6.39. Replacement Parts Availability

A response to this Solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

6.40. Start-up Supplies

All necessary supplies for initial operation shall be provided with the equipment at the time of installation by the Contractor at no additional cost to the City.

6.41. Training

Per Section 3. Scope of Work, Contractor shall include training upon request by ADR for onsite training to assure proper operation and utilization of the equipment and System. All manuals and other materials necessary for the required training shall be furnished by the Contractor at no additional cost to the City.

6.42. Communication in English

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

6.43. Contractor Assignments

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

6.44. Final Inspection and Approval

The Contractor will request the ADR to conduct a site inspection after the project is complete. The ADR will prepare a "punch-list" during the inspection and will forward a copy to the Contractor.

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

6.45. Pre-Construction Conference

A pre-construction conference will be held by the ADR prior to commencement of any installation work on the Project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.46. Specifications

The specifications and/or drawings associated with this Project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

6.47. Storage Space

The Contractor may store supplies, materials and equipment in a storage area on the City facility premises designated by the ADR during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the ADR.

No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public. Hazardous chemicals such as solvent based strippers and cleaners will not be stored on City property.

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

6.48. Telephone Use

Contractor shall be allowed job-related use of City telephone service at no cost to the Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

Personal cell phone use by Contractor employees is prohibited while performing duties under this Contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and onsite employees.

6.49. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this Contract.

6.50. Types of Work Supervision

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

6.51. Contract Worker Background Screening

Contractor agrees that all Contract Workers that Contractor allows to perform work under this Contract shall be subject to background and security checks and screening (Background Screening). Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Contractor agrees that Background Screenings required by 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 does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening 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 work under this Contract.

As used in this Section, "Contract Worker" means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

6.52. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Contractor must verify the legal Arizona worker status of each Contract Worker. Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

6.53. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Contractor to:

- A. Have a Contract Worker provide fingerprints and execute any document that is necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- B. Act on newly acquired information, whether or not the information should have been previously discovered;
- C. Unilaterally change its standards and criteria related to the acceptability of Contract Workers; and
- D. Object, at any time and for any reason, to a Contract Worker performing work under this Contract, including supervision and oversight services.

6.54. Contractor Certification

By entering into this Contract, Contractor certifies 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, complete, and current. A Contract Worker that is rejected for work under this Contract shall not perform any work under any other contract or engagement Contractor has with the City without the City's prior written approval.

6.55. Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

6.56. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract,

Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including the Contractor's disqualification of any Contract Worker or the City's failure to enforce this Section.

6.57. Continuing Duty and Audit

Contractor's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Contractor shall immediately notify the City of any change to a Contract Worker's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

6.58. Contract Worker Access Controls and Airport Security Badge Requirements

Contractor shall not allow a Contract Worker to begin work under this Contract until Contractor has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract.

6.59. Security Identification Display Area (SIDA) Badge Process

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from the Aviation Department's Public Safety and Security Division's Badging Office. Contractor must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Contractor shall pay for all fees associated with SIDA badging process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at: <https://www.skyharbor.com/airport-business/security-badging/>.

As used in this Section, "restricted area" means the secured area and SIDA area of the Airport. "Secured area" means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. "SIDA area" means the secured area and other areas designated by the Aviation Department, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. "Sterile area" means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of the Aviation Department Rules and Regulations for a complete definition of the foregoing terms.

6.60. Risk-Based Background Check Process

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A STANDARD RISK BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, “background check” means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker’s legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker’s ability or fitness to perform work under this Contract.

- A. Before any work is performed under this Contract, Contractor shall provide the City with a list of its Contract Workers.
- B. If any dispute arises related to a background check process or criminal history check information, then Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.
- C. In making the determination whether information in a background check renders the Contract Worker disqualified, Contractor should be guided by the following principles and guidelines:
 1. Disqualification should not be based solely on a criminal conviction, unless the conviction related to performance under this Contract.
 2. Arrests that did not result in a conviction being entered or charges being filed may not be considered.
 3. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.
 4. Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.
 5. Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:
 - Duties of the position
 - Time, nature, and number of negative events and convictions
 - Attempts and extent of rehabilitation efforts
 - The relation between the duties of the position and the nature of the crime committed

- D. The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Contractor should review the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.
1. For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.
 2. For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.
- E. If a background check shows that the disposition of an arrest is unknown, then Contractor must determine the disposition of the arrest.
- F. Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)
- G. In a standard risk background check, Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Contractor must engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker. After Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.
- H. In a maximum risk background check, Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.
1. If the City approves a Contract Worker, then the City will notify Contractor of that fact and the Aviation Department will issue the appropriate airport security badge to the Contract Worker.
 2. If the City denies a Contract Worker, then the City will notify Contractor of that fact and Contractor will reevaluate the Contract Worker to determine whether the person

should be disqualified. If Contractor believes there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, then Contractor will discuss those circumstances with the City. The City will review the matter and its decision on disqualification is final.

3. The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.
- I. If Contractor is a sole proprietor, Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.
- J. Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

6.61. Standard Risk Background Check

A standard risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Contractor shall conduct a standard risk background check on all Contract Workers whose work under this Contract requires:

- An airport security badge or key for access to City facilities,
- Access to sensitive information, confidential records, personal identifying information, or restricted City information, or
- Unescorted access to City facilities during normal and non-business hours.

“Personal identifying information” is defined by City of Phoenix A.R. 4.45.

6.62. Scope of the Standard Risk Background Check

The standard risk background check conducted by Contractor must be based on the real identity and legal name of the Contract Worker and include felony and misdemeanor records checks from any county in the United States, the state of Arizona, and any other jurisdiction where the Contractor Worker has lived at any time in the last seven (7) years.

6.63. Airport Security Badge Handling Procedures

Contractor will comply with the following airport security badge handling procedures:

Key Access Procedures. If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued and Contractor must complete a return form and submit it to the City for each key issued.

Stolen or Lost Badges or Keys. Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key.

Return of Badges or Keys. All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.

Employee Identification and Access. Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. The Aviation Department will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

Badge Fees. Contractor shall pay the airport security badge fees set forth in § 4-22(D) of the Phoenix City Code.

6.64. Contractor's Breach of Aviation Security Procedures

Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

- A Contract Worker gains access to a City facility or a restricted or secured area of the Airport without the proper airport security badge or key
- A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport
- A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key
- A Contract Worker or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key
- Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

6.65. Liquidated Damages and Remedies for Breach of Aviation Security Procedures

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$1,000.00 for each breach of Aviation Security Procedures and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority.

Contractor agrees that the stipulated damage amount is not a penalty, but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

6.66. Contractor Certification

Contractor certifies to the City that Contractor has read the foregoing Background Screening requirements and that all Background Screening information Contractor furnished to the City is accurate, complete, and current. Contractor further certifies to the City that Contractor has satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

6.67. Confidentiality

- A. "Confidential Information" means all non-public, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, strategic plans, financial accounts, protected personal data, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.
- B. Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

- C. Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.
- D. If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.
- E. A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of the Agreement without notice. The obligations of Contractor under this Section shall survive the termination of the Agreement.

6.68. Data Protection

- A. The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "City Data") that Contractor processes when providing products or services to the City. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.
- B. As between the parties, the City is the data controller and owner of City Data and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on City Data, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- C. When Contractor processes City Data, Contractor shall, at no additional cost to the City:
 - 1. Process City Data only within the United States, only for the intended purpose of providing the products or services to the City, and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City Data has been aggregated, anonymized, or pseudonymized;
 - 2. Not input City Data into an artificial intelligence tool or prompt, unless expressly permitted by the City;
 - 3. Implement and maintain appropriate technical and organizational measures to protect City Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; NIST Privacy Framework; NIST AI Risk Management Framework; Arizona Revised Statutes (A.R.S.) § 18-552 (Notification of security

- system breaches); A.R.S. § 44-7601 (Discarding and disposing of records containing personal identifying information); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing City Data.)
4. As applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. Not subcontract the processing of City Data to any third party (including affiliates, group companies or sub-contractors) without providing notice to the City and allowing the City a reasonable opportunity to object;
 6. Ensure that any permitted sub-processor appointed by Contractor abide by data protection obligations that are no less restrictive than the terms of this Section; and remain fully liable to the City for the processing of City Data conducted by a sub-processor appointed by Contractor;
 7. Take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the City Data, including verifications and background checks appropriate to the security level required for such data access;
 8. Maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 9. Allow the City or its authorized agents to conduct annual audit inspection for compliance with this Section; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 Type 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section.
- D. If Contractor becomes aware of a security incident as defined by A.R.S. § 18-551 affecting City Data in the custody or control of Contractor or its sub-processor (each an "Incident"),

Contractor shall notify the Airport Security Coordinator at 602-273-3388 and the City at SOC@phoenix.gov without undue delay within 24 hours; and:

1. Provide the City with a detailed description of the incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. Act immediately, at Contractor's own expense, to investigate the incident and to identify, prevent, and mitigate the effects of the incident and to carry out any recovery or other action necessary to remedy the incident;
 3. Cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 4. Not directly contact any individuals who may be impacted by the incident or release or publish any filing, communication, notice, press release, or report concerning the incident without the City's prior written approval (except where required to do so by applicable laws).
- E. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages, or proceedings arising out of Contractor's breach of this Section. A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may, at the City's discretion, result in immediate termination of the Agreement without notice. The obligations of Contractor under this Section shall survive the termination of the Agreement.

6.69. Sensitive Security Information (SSI)

Contractor shall comply with the requirements 49 C.F.R. Parts 15 and 1520, prohibiting the unauthorized release of Sensitive Security Documents, which includes photographs and/or videos taken of secured areas of the Airport. Upon the receipt or creation of any SSI documents, including photographs and/or videos taken of secured areas of the Airport, Contractor shall be required to complete and submit the attached City of Phoenix Aviation Department Sensitive Security Information Acknowledgment Form, marked **Attachment J** and incorporated herein by this reference. Information on the maintenance, safeguarding and disclosure of SSI is available at <https://www.tsa.gov/sites/default/files/ssi-best-practices-guide-for-non-dhs-employees.pdf>.

6.70. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute, and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still

be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

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

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

6.71. Intellectual Property Rights

The Contractor hereby irrevocably transfers, conveys, and assigns to the City all right, title, and interest (including any and all copyrights) in any software and other technology assets created pursuant to or as a result of this Agreement (collectively, the "Work Product"). The City shall have the exclusive right to apply for or register any copyrights and other proprietary protections with respect to the Work Product. The Contractor shall execute such documents, render such assistance, and take such other action as the City may reasonably request, at the City's reasonable expense, to apply for, register, perfect, confirm, and protect the City's foregoing ownership interests and copyright and other proprietary protections. To the extent that the foregoing transfer does not provide the City with full ownership, right, title, and interest in and to the Work Product, the Contractor hereby grants the City a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use the Work Product, with the right to transfer and/or sublicense each and every such right. The rights granted in this section will survive any termination or expiration of this Agreement.

6.72. Confined Space Structure Entry

Services performed under this Agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully

comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

6.73. Dust Control

Contractor shall not cause or allow any dust-generating operation, use of property, or any other operation which causes fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress the emission of dust to comply with this limit.

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

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

6.74. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contractor.

6.75. OSHA Laws and Regulations

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

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.

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

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

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

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

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City's Department.

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

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials

are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

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

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

6.76. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this Agreement. Requirements may be found at <https://www.phoenix.gov/administration/departments/streets/requests-services/temporary-requests/right-of-way-management.html>.

6.77. Lock Out/Tag Out

Contractor will provide equipment and training for Lock Out/Tag Out procedures, in accordance with City of Phoenix, OSHA, NFPA regulations, and the NEC. The City reserves the right to request documentation of all training records for contract and subcontracted staff during the term of the Agreement.

6.78. Accommodations

- A. Parking accommodations, including the cost thereof, shall be borne by Contractor.
- B. Badge and key fees as specified in Section 6.60 Security Identification Display Area (SIDA) Badge Process of this Agreement shall be borne by Contractor.

6.79. Arizona Maintenance, Repair, Replacement or Alteration Pricing Compliance

- A. All pricing provided under this Contract shall comply with the Arizona Transaction Privilege Tax statutes governing Maintenance, Repair, Replacement, or Alteration (MRRA) of real property, as defined in A.R.S. § 42-5075.
- B. MRRA-Applicable (Existing Installed Equipment) - For all goods, materials, components, or parts furnished for the maintenance, repair, replacement, or alteration of existing real property systems at Phoenix Sky Harbor International Airport (PHX), the Contractor shall include all applicable MRRA taxes in the unit price. These MRRA-inclusive prices shall be listed as the "MRRA Price" and shall be billed without any additional tax added to the invoice.
- C. Non-MRRA (New Equipment / New Installations) - For new equipment, new system components, or installations that do not qualify as MRRA, the Contractor shall provide unit pricing exclusive of tax, and the City will apply tax in accordance with standard purchasing procedures. These items shall be clearly identified as "New Equipment Price."
- D. Dual Pricing Requirement - Where applicable, Contractor shall provide both:
 - 1. Unit Price (No Tax) – applicable to new equipment and non-MRRA scope
 - 2. MRRA Price (Tax-Included) – applicable to MRRA scope
 - 3. The City will select the appropriate pricing based on project classification at the time of order.
- E. Invoice Requirements - The Contractor shall invoice using the appropriate MRRA or non-MRRA pricing category. No tax may be added to MRRA-inclusive items, and the City will reject invoices that do not align with the approved pricing tables.
- F. Annual Updates / Amendments
 - 1. Contractor may request adjustments to MRRA pricing as permitted under the Contract. Any requested revisions must clearly show:
 - a. Updated Unit Price
 - b. Updated MRRA-Inclusive Price
 - c. Supporting tax calculation method
 - 2. Adjustments must be approved via contract amendment prior to use.

7. Defense and Indemnification

7.1. Professional Services

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

7.2. Technology Software and Hardware Contracts

INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its

employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

8. Insurance Requirements

8.1. Contractor's Insurance

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

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

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$4,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Each Occurrence \$2,000,000

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

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

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

- Policy must contain a waiver of subrogation in favor of the City of Phoenix. "Transfer of rights of recovery against others to us" may be used in place of "waiver of subrogation".
- 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. To forego application of this requirement, Contractor must submit to the City a valid copy of the form on behalf of themselves and/or applicable subcontractors.

8.6. Technology Errors and Omissions Liability

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.7. Network Security and Privacy Liability (required if Contractor has access to personal or confidential data)

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Policy must cover but not be limited to (1) coverage for third-party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third-party identity theft response costs and (3) cyber extortion.

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.8. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

City of Phoenix
Aviation Department, Procurement & Compliance Services
2485 E Buckeye Road
Phoenix, AZ 85034-4301
Email: avn.contract.services@phoenix.gov

8.9. 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 B+: VII or a Standard & Poor's Rating (if rated) of not less than BBB. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8.10. Verification of Coverage

- A. 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.
- B. 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. Contractors shall furnish the city with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause.
- C. All certificates and endorsements are to be received and approved by the city before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to review complete certified copies of all required insurance policies, including endorsements required by these specifications, at any time. In the event of a claim or coverage dispute, the City reserves the right to require complete certified copies of all required insurance policies, including endorsements required by these specifications.

- D. Where the City is named as an additional insured, coverage must be as broad as CG 20 10 11 85, or a combination of CG 20 10, or CG 20 26, or CG 20 23 22, 10 01 Editions, or equivalent.
- E. All certificates required by this Contract must be sent directly to the contacts listed below. The City project/contract number and project description must be noted on the certificate of insurance. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

Send initial certificates to:

City of Phoenix
Aviation Department, Procurement & Compliance Services
Attn: Amy Turner
2485 E. Buckeye Road
Phoenix, AZ 85034-4301
Email: Amy.m.turner@phoenix.gov

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: inbox@cop.complianz.com

8.11. Subcontractors

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

8.12. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

9. Submittals

9.1. Submission of Offer

Please do not lock the files with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit offers electronically via OpenGov Procurement's Procurement portal. 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).

9.2. Additional Quantities

The City anticipates considerable activity under the resultant Contract(s). However, no guarantee can be made as to actual Passenger Flow Management Solution and Services, that will be purchased under this Contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this clause shall indicate in their Offer.

10. Vendor Questionnaire

Instructions for Downloading Required Documents

Offerors must download all documents required to be completed and/or signed as part of the Vendor Questionnaire directly from the OpenGov Procurement Portal. Do not use the links in the downloaded Solicitation document, as those links may not function properly.

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. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

*Response required

2. Prompt Payment Discount

_____ % - 30 days or 0% – 45 days

If none is specified, the City will default to 0% - net 45 days.

3. Signed Offer Acknowledgement*

Please download **Attachment A - Offer**, complete, sign, and upload.

Failure to submit **signed Attachment A - Offer** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

- [Attachment A - Offer.pdf](#)

*Response required

4. Conflict of Interest and Transparency*

Please download **Attachment B - Conflict of Interest and Transparency Form**, complete, sign, and upload.

Failure to submit a **signed Attachment B - Conflict of Interest and Transparency Form** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

- [Attachment B - Conflict of ...](#)

*Response required

5. Heat Safety Compliance*

Please download **Attachment H - Heat Safety and Compliance Form**, complete, sign, and upload.

Failure to submit a completed and **signed Heat Safety Compliance Form** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

- [Attachment H - Heat Safety ...](#)

*Response required

6. Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion*

Please download **Attachment K - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**, complete, sign, and upload.

Failure to submit a **signed Attachment K - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

- [Attachment K - Certificatio...](#)

*Response required

7. Bank's Letter of Commitment or Statement of Bonding Ability*

Offerors must submit a letter from a bank or other financial institution evidencing the bank's commitment to provide the Offeror, if successful, with a Letter of Credit (LOC), bond, or Cash Deposit in the amount stated in **Section 2.24 – Performance Guarantee**.

Failure to submit a **Letter of Commitment or Statement of Bonding Ability** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

*Response required

8. Site Maps*

Offeror must confirm they have submitted **Attachment J - Sensitive Security Information** to the Procurement Officer and received the project drawings prior to the Offer due date, per Section 2.4.

Failure to submit **Attachment J - Sensitive Security Information and receive the project drawings** will result in your Offer being deemed **non-responsive** and result in disqualification from further consideration.

☐ Yes

☐ No

*Response required

9. Fee Schedule*

Please download, complete, and upload **Attachment D - Fee Schedule ONLY**. The Technical Proposal will be submitted separately in Question 9 below.

- [Attachment D - Fee Schedule...](#)

*Response required

10. Technical Proposal (WITHOUT PRICING)*

Please upload the Offeror's Proposal here. If an Offeror believes its Offer includes confidential information, the Offeror will mark pages confidential in clearly labeled manner.

*Response required

11. Has your organization implemented a privacy program that covers privacy risk across all operations, services, projects, programs and systems that process personal data?*

☐ Yes

☐ No

*Response required

12. Has your organization experienced any reportable privacy or security breaches within the last 2 years? *

☐ Yes

☐ No

*Response required

13. Does your organization have an incident/breach escalation and response plan? *

☐ Yes

☐ No

*Response required

14. Do you have any exceptions?*

☐ Yes

☐ No

*Response required

When equals "Yes"

14.1. *Please upload any exceptions you have**

Clearly label the uploaded file

*Response required

15. Please confirm that all required documents have been duly signed and uploaded, including but not limited to: the Offer Page, Conflict of Interest and Transparency, and any other mandatory forms requiring signature.*

Failure to submit all required signed documents may deem your Offer **non-responsive** and result in disqualification from further consideration.

☐ Please confirm

*Response required