



**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**REQUEST FOR PROPOSALS
RFP PTD17-010**

**SOUTH CENTRAL TRANSIT-ORIENTED DEVELOPMENT
BUSINESS ASSISTANCE, PLANNING, AND URBAN DESIGN SERVICES**

Contact Person:
Elizabeth Kellim
Office: (602) 256-3239
Elizabeth.Kellim@phoenix.gov

	TABLE OF CONTENTS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--------------------------	---

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. SOLICITATION INSTRUCTIONS	
1.1 Introduction.....	2
1.2 City’s Vendor Self-Registration and Notification.....	2
1.3 Schedule of Events	2
1.4 Obtaining a Copy of the Solicitation and Addenda	2
1.5 Inquires.....	3
1.6 RFP Inconsistencies or Error	3
1.7 Preparation of Proposal.....	3
1.8 Offeror Exceptions.....	5
1.9 Addenda	5
1.10 Licenses	5
1.11 Certification	5
1.12 Solicitation Transparency Policy	6
1.13 Late Proposals Not Considered	6
1.14 Proposal Format.....	6
1.15 Proposal Guidelines	8
1.16 Offeror Rights	8
1.17 Proposal Submittal Instructions.....	9
1.18 Offeror Certification	10
1.19 Covenant Against Contingent Fees.....	10
1.20 Modification or Withdrawal of Proposal	10
1.21 Proposal Results	10
1.22 Evaluation Committee	11
1.23 Evaluation of Competitive Proposals	11
1.24 Cost Justification	16
1.25 City Reservation of Rights.....	16
1.26 City’s Right to Disqualify for Conflict of Interest	16
1.27 State and Local Transaction Privilege Taxes	16
1.28 Protest Process	17
2. STANDARD TERMS AND CONDITIONS	
2.1 Definition of Key Words Used in the Solicitation	19
2.2 Contract Interpretation.....	20
2.3 Contract Administration and Operation	21
2.4 Costs and Payments	27
2.5 Contract Changes	28
2.6 Risk of Loss and Liability	28
2.7 Warranties	30
2.8 City’s Contractual Rights	31
2.9 Contract Termination.....	32



TABLE OF CONTENTS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

<u>SECTION</u>	<u>PAGE</u>
3. SPECIAL TERMS AND CONDITIONS	
3.1. Term of Contract and Option to Extend.....	35
3.2. Post Award Conference	35
3.3. Pricing	35
3.4. Addition or Deletion of Services	36
3.5. Method of Invoicing and Payment.....	36
3.6. Equal Employment Opportunity and Pay	36
3.7. Key Personnel and Key Sub-consultants.....	37
3.8. Consultant and Sub-Consultant Conflict of Interest	37
3.9. Performance Interference.....	38
3.10. Consultant and Sub-Consultant Worker Background Screening	38
4. INSURANCE AND INDEMNIFICATION	
4.1 Indemnification	41
4.2 Insurance Requirements	41
5. SCOPE OF WORK	
5.1 Introduction.....	45
5.2 Background	45
5.3 Requirements	46
6. FEDERAL TRANSITION ADMINISTRATION (FTA) CLAUSES	
6.1 No Government Obligation to Third Parties	58
6.2 Program Fraud and False or Fraudulent Statements or Related Acts	58
6.3 Access to Records and Reports.....	58
6.4 Federal Changes.....	59
6.5 Civil Rights Laws and Regulations	59
6.6 Termination	60
6.7 Incorporation of FTA Terms	60
6.8 Government-wide Debarment and Suspension	60
6.9 Violation and Breach of Contract.....	61
6.10 Lobbying Restrictions	62
6.11 Clean Air Act and Federal Water Pollution Control Act	62
6.12 Fly America	62
6.13 Safe Operations of Motor Vehicles.....	63
6.14 Energy Conservation.....	64
6.15 Disadvantaged Business Enterprise	64
7. SUBMITTAL FORMS	
7.1 Price Proposal.....	74
7.2 Payment Terms	74
7.3 Financial Information	74
7.4 Addenda Certification	75
7.5 Federal Debarment and Suspensions Certification.....	76



TABLE OF CONTENTS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

<u>SECTION</u>	<u>PAGE</u>
7.6 Federal Lobbying Certification.....	77
7.7 Contract Disclosure Form.....	78
7.8 Offer Form.....	81

OTHER PROPOSAL FORMS

- Response Form 1 – Offeror and Sub-consultants’ Qualifications and Experience
- Response Form 2 – Personnel Qualifications and Experience
- Response Form 3 – Technical Components
- Price Proposal (Excel file)
- Price Proposal Narrative (Word document)

OTHER FORMS

- Form EOD 2 – Small Business Outreach Efforts (pdf fillable)



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

SECTION I – SOLICITATION INSTRUCTIONS

Please read this before continuing on to the solicitation document.

SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed.
- 2. All of Section VII, Submittals, and required proposal forms are included.
- 3. The prices offered have been reviewed.
- 4. The price extensions and totals have been checked.
- 5. Any required drawings or descriptive literature have been included.
- 6. The delivery information block has been completed.
- 7. If required, the amount of the bid surety and the surety have been included.
- 8. Review the insurance requirements to assure you are in compliance.
- 9. The specified number of copies of your offer have been included.
- 10. Any addenda have been signed including the Solicitation Disclosure Form.
- 11. The mailing envelope has been addressed to:

Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
- 12. The mailing envelope clearly shows:

Your company name and address, the solicitation number, and the proposal opening date.
- 13. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

1.1. INTRODUCTION

The City of Phoenix (CITY) requests sealed proposals for transit-oriented development business assistance, planning, and urban design services for the Phoenix South Central light rail extension in Phoenix, in accordance with the terms, conditions and specifications contained herein.

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

1.2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors should be registered in the CITY’s e-Procurement Self-Registration System at <https://www.phoenix.gov/procure>. The CITY may, at its sole discretion, reject any offer from an Offeror who has not registered in the CITY’s e-Procurement system.

1.3. SCHEDULE OF EVENTS

Date	Event
May 24, 2017	RFP issued
June 6, 2017	Pre-proposal conference, 10:00 A.M. Local Time
June 9, 2017	Last day for submission of written inquiries (5:00 p.m. MST)
June 30, 2017	Proposal package submission deadline (2:00 p.m. MST)
August 21, 2017	Notice of award recommendation
October 1, 2017	Contract start date

Proposal Submittal Location: City of Phoenix
Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003

Pre-proposal Location: City of Phoenix
South Mountain Community Center
212 E. Alta Vista Rd
Phoenix, AZ 85042

City reserves the right to change dates and/or locations as necessary.

1.4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and addenda from

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

<https://phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 256-3239.

1.5. INQUIRIES

To adhere to the solicitation transparency policy and avoid disqualification, all questions that arise relating to this solicitation shall be directed in writing to:

Elizabeth Kellim
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Office: (602) 256-3239
Fax: (602) 495-2002
Elizabeth.Kellim@phoenix.gov (preferred)

To be considered, written inquiries shall be received at the above address by the due date and time indicated in Section 1.3, Schedule of Events. Written inquiries may be emailed. All changes to the RFP will be in the form of a written addendum, which will be available at the CITY website: <https://www.phoenix.gov/solicitations>. If offerors need clarification to the solicitation, offerors are expected to send a written inquiry. Only written responses provided in an addendum will be official and binding on the CITY.

Offerors needing clarification to the solicitation are expected to send a written inquiry. Offerors may not rely on oral communications with CITY employees, and no oral communication is binding on the CITY.

Consistent with the terms of Section 1.12, no informal contact initiated by Offeror on the proposed service will be allowed with members of City’s staff from date of distribution of this solicitation until after contract award. Such communication will be deemed a violation of the transparency policy and you will be disqualified. All questions concerning, or issues related to, this solicitation shall be presented **in writing**.

1.6. RFP INCONSISTENCIES OR ERRORS

If an Offeror discovers any ambiguity, inconsistency or error in the RFP, the Offeror shall promptly notify the CITY in writing. If the Offeror fails to notify the CITY by the last date for submission of written inquiries indicated in Section 1.3, Schedule of Events, this failure waives all claims of ambiguity, inconsistency or error, and the CITY’s interpretation of the RFP will govern.

1.7. PREPARATION OF PROPOSAL

1.7.1. All forms provided in Section 7, Submittal, must be completed and submitted with your proposal. **The signed and completed Solicitation Disclosure form must be included or your proposal may be deemed non-responsive.**

It is permissible to copy Section 7 forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the offer. No proposal shall be altered, amended or



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

withdrawn after the specified proposal due time and date. The CITY is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days unless otherwise stated.

- 1.7.2. Offeror shall organize and submit their response (printed and electronic) according to Section 1.14, Proposal Format.
- 1.7.3. 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after 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 RFP document and other related data.
 - C. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies which an offeror has discovered in or between the RFP document and such other related documents.
- 1.7.4. The CITY does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals 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 RFP. All materials and documents submitted become the property of the CITY and will not be returned.
- 1.7.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than the minimums specified are non-responsive and should not be submitted.
- 1.7.6. If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a proposal, a written request for modification must be received by the Contact Person (see cover page) at least seven (7) calendar days prior to the proposal opening. The CITY may issue an addendum to this solicitation of any approved specification changes.
- 1.7.7. Omissions or alterations of electronic spreadsheet pricing sheets will be sufficient grounds for the CITY to consider your proposal to be non-responsive.
- 1.7.8. Award will be made on an "all or none" basis. Prices must be shown for each item listed.
- 1.7.9. Prices shall 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 shall

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

prevail unless obviously in error.

1.7.10. Prices offered shall not include applicable state and local taxes. CITY will pay all applicable taxes. **For the purposes of determining the lowest cost, CITY will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

1.7.11. Each Offeror shall specify payment terms in its proposal. Such payment discounts will be computed from date of receiving acceptable services or a correct invoice, whichever is later, to date payment is mailed by the CITY.

1.8. OFFEROR EXCEPTIONS

The Offeror shall identify and list all exceptions to this RFP by referring to the page number and the specific section or paragraph to which Offeror takes exception and stating the exception clearly and specifically. The Offeror shall provide a complete explanation of why the exception was taken, proposed alternate language, and what benefit would accrue to the CITY if it considered the exception. The Offeror shall list all exceptions in its technical proposal under the heading “Table of Exceptions to the RFP.” Exceptions that appear elsewhere in the Proposal are invalid and will not be considered.

1.9. ADDENDA

The CITY shall not be responsible for any oral instructions made by any employees or officers of the CITY in regard to the solicitation instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 256-3239.

The offeror shall acknowledge receipt of any/all addenda by signing and returning the document with the offer.

1.10. LICENSES

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

1.11. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall 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.

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

1.12. SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the CITY’s intent to reissue the same or similar solicitation. 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 discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the **Procurement Officer** conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (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.

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 offer review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process.

PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the CITY for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the proposer, regardless of whether the CITY responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled. If the CITY intends to reissue the same or a similar solicitation, submitters shall follow the Solicitation Transparency Policy as it exists in the Phoenix City Code, and shall follow the terms and conditions of the reissued solicitation.

1.13. LATE PROPOSALS NOT CONSIDERED

Proposals received after the stipulated opening date and time will not be considered.

1.14. PROPOSAL FORMAT

Responses to this RFP will describe the approach and schedule to completing each

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

task, key staff who will complete the work, and a description of deliverables for each task over a period of no longer than the initial 24 month contract term.

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed in accordance with this solicitation’s contract terms. Each response shall be:

- A. Typewritten for ease of evaluation.
- B. Submitted in an 8½ x 11-inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
- C. Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- D. Signed by a representative of the Offeror authorized to contractually bind the Offeror.
- E. All portions of this RFP contain numbered sections. The City requires that the proposals in response to this RFP be organized in the following major sections:

Technical Proposal

- Introduction Letter. (Limit of 2 pages) This letter should include the following information:
 - Identification of the Offeror, including name, title, address, telephone number and e-mail address, and signed by a representative authorized to bind the Offeror to the terms of the proposal as well as:
 - the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
 - the name, title, address, e-mail address, and telephone number of the person who may be contacted during the proposal evaluation process.
 - A statement indicating the number of days from the date of submittal for which the proposal is valid not to be less than one hundred eighty (180) days. In the absence of such a statement, the offer shall be valid one hundred eighty (180) days.
- Response Form 1. Offeror and Sub-consultants’ Qualifications and Experience (Limit of 6 pages not including required attachments)
- Response Form 2. Personnel Qualifications and Experience (Limit of 6 pages not including resumes and organizational chart)
- Response Form 3. Technical Components (limit of 20 pages)

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

- From Section 7.
Addenda Certification (7.4)
Federal Debarment and Suspension Certification (7.5)
Federal Lobbying Certification (7.6)
Contract Disclosure Form (7.7)
Offer Form (7.8)
- DBE Form – EOD-1, Statement of Outreach Commitment

Price Proposal

The Offeror must complete the Price Proposal Excel forms and Price Proposal Narrative Word document according to the instructions in Section 7.1 of this RFP as well as complete Sections 7.2 - 7.3 and submit them in a **separate sealed envelope** within the price proposal package, along with the required documents listed under “Financial Information.”

1.15. PROPOSAL GUIDELINES

The following guidelines are intended to promote equitable evaluation of competitive sealed proposals.

- A. Proposals must be prepared in accordance with the instructions outlined in this section and must include all of the information requested in this RFP. Noncompliance with RFP requirements may constitute a ground to eliminate the proposal from consideration of the Contract award.
- B. Each Offeror shall define the capability of his/her organization to meet the intended objectives of this RFP. Each Proposal must be specific and complete in every detail, prepared in a simple straightforward manner, with concise information on the Offeror’s capability to provide all services satisfactorily. The Offeror should emphasize completeness and clarity of content, and the proposal should enable the CITY to determine whether or not the Offeror can meet the CITY’s requirements without the need for any additional information or discussion. Cursory responses or responses that merely reiterate the contents of the RFP will be deemed nonresponsive. Do not include marketing and sales-type information.

1.16. OFFEROR RIGHTS

All materials submitted in response to this RFP will become the CITY’s property and, at the appropriate time, a matter of public record available for review pursuant to A.R.S. 39-121, et seq.

If a Offeror believes that a specific section of its proposal is confidential, the Offeror shall mark the section “CONFIDENTIAL” and segregate it in a specific and clearly labeled section of the proposal. The Offeror shall state the basis for considering the marked section confidential, including the specific harm or prejudice that may result from disclosure. Once the procurement file becomes available for public inspection, the

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless such information is necessary to support the evaluation process or is specifically requested in accordance with applicable public records law. When a public records request for such information is received, the CITY will promptly notify the party that provided the documents that a request or requirement to produce the documents has been received. Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider's sole cost and expense, to protect the documents against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within seven (7) days after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

1.17. PROPOSAL SUBMITTAL INSTRUCTIONS

1.17.1. Due Date and Address

Proposals must be received on or prior to the exact time and date indicated in Section 1.3, Schedule of Events. Late proposals must be rejected, except for good cause. If a late proposal is submitted, the CITY will document the date and time of the submittal of the late proposal, keep the proposal and notify the Offeror that its proposal was disqualified for being a late proposal. An Offeror mailing its proposal must allow sufficient mail delivery time to ensure that the CITY receives the proposal by the time and date specified. The prevailing clock shall be the date stamp clock on the front desk at the Proposal Submittal Location. Neither the CITY nor any CITY official or employee is responsible for proposals not properly addressed, identified and submitted.

Proposals must be submitted in a sealed envelope or package and clearly marked with Offeror's name, Offeror's Address, RFP number, and title on the outside of the envelope or package.

Proposals must be received at or sent by mail to:

Elizabeth Kellim, Contracts Specialist II
City of Phoenix Public Transit Department
302 North 1st Avenue, Suite 900
Phoenix, AZ 85003

1.17.2. Number of Proposals Submitted

Each Offeror shall submit one original, five printed copies and five electronic copies *searchable* PDF format on CD or flash drive) of its technical proposal.

The Offeror's price proposal, payment terms and financial information (see Sections 7.1 – 7.3) must be submitted in a separate sealed envelope within the

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

proposal package. This envelope must be clearly marked “Price Proposal and Financial Information.” Each Offeror shall submit one (1) original, one printed copies, and one electronic copy (PDF format on CD or flash drive) of this information.

The submitted CDs and/or flash drives must contain electronic file copies of all proposal text, spread-sheets, and diagrams included in the original printed proposals.

1.18. OFFEROR CERTIFICATION

By submission of a proposal, the Offeror certifies that it has not paid or agreed to pay any fee, commission, or other item of value contingent on the award of a contract to any employee, official or current consultant of the CITY.

1.19. COVENANT AGAINST CONTINGENT FEES

The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

For breach or violation of this warranty, the CITY may cancel the Contract without liability; in its discretion, the CITY may deduct from the Contract price the consideration paid; or the CITY may otherwise recover the full amount of the commission, brokerage or contingent fee.

1.20. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by an Offeror for one-hundred eighty (180) calendar days following the proposal submission deadline and, by submitting a proposal, each Offeror agrees to keep the proposal firm for that period of time. Proposals may be withdrawn, altered and/or resubmitted at any time before the submission deadline.

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

1.21. PROPOSAL RESULTS

Proposals will be opened on the proposal due date, time and location indicated in Section 1.3, Schedule of Events. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized CITY personnel having a legitimate interest in them or persons assisting the CITY in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the CITY’s website.

Once the CITY has fully evaluated the proposals, an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

1.22. EVALUATION COMMITTEE

The CITY will appoint an Evaluation Committee. The Evaluation Committee may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The Contracts Specialist II will chair the Evaluation Committee, serving in a non-voting capacity. The Evaluation Committee will evaluate proposals, establish the Competitive Range, and select the Offeror(s), if any, to receive the contract award.

The CITY may appoint a Technical Advisory Team to provide technical assistance to the Evaluation Committee. The Technical Advisory Team may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The Technical Advisory Team will evaluate the technical portion of each proposal for compliance with the RFP specifications. The Technical Advisory Team will provide a summary of their technical review to the Evaluation Committee.

1.23. EVALUATION OF COMPETITIVE PROPOSALS

This section describes the process by which proposals will be reviewed and evaluated and the Offeror(s) selected for a potential award. Evaluations will be made in strict accordance with all of the responsiveness, responsibility, and evaluation criteria specified in this solicitation. The Evaluation Committee will recommend the Proposal(s) that constitutes the best value and is the most advantageous to the CITY.

1.23.1. Clarifications

Upon receipt and opening of offers submitted in response to this Solicitation, the CITY may request written clarifications for such purposes as information gathering or eliminating minor informalities in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

1.23.2. Exceptions and Determining Responsiveness

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.

By submitting a proposal, the Offeror accepts all of the contract documents, except the conditions, exceptions, reservations or understandings that are explicitly, fully and separately stated and submitted in accordance with Section 1.8 "Offeror Exceptions." The Contracts Specialist II, in consultation with legal counsel, will review only exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated in a proposal to determine if one or more are acceptable.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, unless explicitly accepted by the CITY. The Contracts Specialist II, in consultation with legal counsel, will review and analyze all Offeror exceptions, conditions, reservations or understandings, if any, stated in each proposal. A Proposal 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

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the CITY may determine the Proposal to be nonresponsive.

1.23.3. Qualification of Responsible Offerors

Responsibility includes the Offeror’s skill, capacity, experience, and facilities for conducting the work to be performed. A review of responsibility may occur up to contract award.

By submitting a proposal, each Offeror represents and warrants (a) that the Offeror organization is duly formed and validly existing, or - where applicable - will be duly formed and validly existing, under the laws of Arizona; and (b) that the individual signing this proposal is authorized and empowered to bind the organization/individual on whose behalf the individual is signing (c) that the Offeror has thoroughly examined and familiarized itself with the work required under this RFP and (d) that the Offeror is capable of performing quality work to achieve the CITY’s objectives.

An Offeror’s failure to read and/or understand any part of the RFP will not affect any provision of the RFP or of the Contract. Each Offeror is responsible to consider applicable laws that may affect cost, progress, performance, or furnishing the work. Offeror is liable for every item in the RFP and the Contract. Only those firms that seek and accept a demanding level of accountability should respond to this RFP.

The final determination of an Offeror’s responsibility will be based upon the above and all information received during the evaluation process, at the CITY’s sole discretion. The CITY reserves the right to make additional inquiries as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal. The Offeror’s unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

This determination will be made based on the initial information in the Proposal, any information at the CITY’s request, information furnished by the Offeror, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Offeror’s references, including information about Offeror’s past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary.

To be found responsible, at a minimum, Offerors must meet all of the requirements set forth below.



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

Responsibility Requirements

Any Offeror whose proposal does not meet these requirements, as determined by the CITY, is not responsible, and the Offeror's proposal will not be considered further in the evaluation process. The requirements, not listed in order of importance, are as follows.

- A. The Offeror shall possess and demonstrate the financial strength, resources and capability to perform the Work and to complete the contract in a satisfactory manner. This shall be demonstrated, in part, by documents required in Section 7.3.
- B. The Offeror shall reasonably demonstrate evidence that its human and physical resources are sufficient to meet the requirements of the contract, including but not limited to possession of all necessary licenses, skills, experience and equipment to complete the contract as required.
- C. The Offeror shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity as evidenced by client references.

1.23.4. Detailed Evaluation of Proposals and Determination of Competitive Range

The Evaluation Committee will perform and document its evaluation. During deliberations, the Evaluation Committee will reach a consensus score for each evaluation criterion except price. The Contracts Specialist II will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Proposals are within the Competitive Range.

Proposal Evaluation Criteria

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation criteria will be used by the CITY to evaluate and rank Proposals for the purposes of determining the Competitive Range and selecting a Proposal for a potential award. The Contracts Specialist II will review and score Price Proposals. Offeror's Total Price points will be allocated based on lowest Grand Total Fee (Price Proposal, Master Spreadsheet).

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Evaluation Criteria (Max 1000 points)	Points
A. Offeror and Sub-consultants’ Qualifications and Experience	0-200 Pts
B. Personnel Qualifications and Experience	0-250 Pts
C. Technical Components	0-350 Pts
D. Offeror’s Total Price	0-200 Pts

Although the Response Forms largely align with the Evaluation Criteria, answers may be attributed to any Evaluation Criteria the Evaluation Committee finds applicable based the answers' content.

1.23.5. **Proposals not within the Competitive Range**
The CITY may notify Offerors of proposals that the CITY determined are not in the Competitive Range.

1.23.6. **Discussions with Offerors in the Competitive Range**
In the event of discussions, interviews and/or Best and Final Offers, the CITY will notify each Offeror whose proposal is in the Competitive Range. Each Offeror so notified may be interviewed by the CITY and/or asked to discuss answers to written or oral questions or provide clarifications to any facet of its proposal.

To the fullest extent permitted by law, during the evaluation process, the CITY will not provide any information, financial or otherwise, to any Offeror about other proposals received in response to this RFP. During discussions with Offerors in the Competitive Range, the CITY will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. But the CITY may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before contract award.

- Treatment of Conditions, Exceptions, Reservations or Understandings. If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any contract or solicitation requirement as provided in Section 1.8 “Offeror Exceptions,” the CITY may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the CITY in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the CITY may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the CITY may determine the Proposal is nonresponsive, and the CITY may revoke its determination that the proposal is in the Competitive Range.



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

1.23.7. Site Visits

The CITY reserves the right to inspect the Offeror's facilities and/or other locations where the Offeror has supplied the same or similar services.

1.23.8. Best and Final Offer (BAFO)

BAFO is an option available for negotiations, at the discretion of the CITY. Each Offeror in the Competitive Range may be afforded the opportunity to amend its proposal and submit a BAFO. The request for BAFOs will include the following:

- A. Notice that discussions/negotiations are concluded.
- B. Notice that this is the opportunity to submit a written BAFO.
- C. A common date and time for submission of a BAFO by each Offeror in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.
- D. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.
- E. Notice to Offerors that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

If an Offeror's BAFO modifies its initial Proposal, the BAFO should include a "Change Log" identifying all modifications made to the Proposal. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The CITY may adjust appropriately the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in Section 1.23.4., the CITY will then perform final scoring and prepare final rankings.

The Evaluation Committee will recommend the proposal(s) that is the best value and most advantageous to the CITY based on the evaluation criteria. The results of the evaluation and the selection of an Offeror(s) for any award will be documented in the solicitation file.

1.23.9. Award Recommendation

The CITY reserves the right to make an award to an Offeror whose proposal it judges to be the best value and most advantageous to the CITY based on the evaluation criteria, and to do so without conducting written or oral discussions with any Offeror and without soliciting BAFOs.

Award(s) will be made to the responsive overall highest scoring offeror(s). If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

Notwithstanding any other provision of this solicitation, 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.



SECTION I – SOLICITATION INSTRUCTIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

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. Proposals do not become contracts until they are executed by the Planning and Development Director and in accordance with the City Charter. 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, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

1.23.10. **Debriefing**

After contract award, unsuccessful offerors will be notified and may request a debriefing.

1.24. **COST JUSTIFICATION**

In the event only one response is received, the CITY may require that the offeror 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.

1.25. **CITY RESERVATION OF RIGHTS**

The CITY reserves the right to cancel the RFP in whole or in part, in its sole discretion, at any time before the Contract is approved and fully executed on the CITY's behalf. In addition, this RFP and any resulting Contract are subject to cancellation in accordance with A.R.S. 38-511. Any such cancellation is without cost to the CITY.

The CITY reserves the right to reject any or all proposals, to undertake discussions with one or more Offerors, and to accept that proposal which, in its judgment, will be the best value and most advantageous to the CITY, considering all of the evaluation criteria.

1.26. **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

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

Offerors are required to complete the Contract Disclosure Form (Section 7.7) and submit with their proposal.

1.27. **STATE AND LOCAL TRANSACTION PRIVILEGE TAXES**

1.27.1. It is the responsibility of the prospective offeror to determine any applicable taxes. The CITY will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the CITY provide advice or guidance.

1.27.2. If an offeror has questions regarding its tax liability, the offeror should seek advice from a tax professional prior to submitting its proposal. Offerors may

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once the proposal is submitted, the proposal is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability.

1.28. PROTEST PROCESS

Offeror may protest the contents of a solicitation **no later than seven days** before the solicitation deadline when the protest is based on an alleged mistake, impropriety or defect in the solicitation that is apparent. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation, or denied by the CITY. If denied, the opening and award will proceed unless the CITY determines that it is in the CITY’s best interests to set new deadlines, amend the solicitation, cancel or re-bid. **Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.**

Offeror may protest an adverse determination issued by the CITY, regarding whether the Offeror is responsible or its offer or response is responsive, within seven days of the date the Offeror was notified of the adverse determination.

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. Staff recommendations to award the contract(s) to a particular Offeror shall be posted on the CITY’s website. Offeror must submit such a protest **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.

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

- A. Identification of the solicitation number;
- B. The name, address and telephone number of the protester;
- C. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- D. The form of relief requested; and
- E. The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The CITY will not request City Council authorization to award the contract until the protest process is completed. All protests and appeals must be submitted in accordance with the CITY’s Procurement Code (Phoenix City Code, ch. 43) and administrative regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered.

For this RFP, protests shall be filed with the Procurement Officer, Kimberly Hayden (email: kimberly.hayden@phoenix.gov).


The Procurement Officer’s decision on a protest is final and binding. But the protester

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

may appeal the decision as permitted in the CITY’s protest procedure and may appeal further to the FTA for procurements funded in whole or in part with FTA funds in accordance with FTA requirements. The protester must exhaust its administrative remedies by pursuing the CITY’s protest procedure to completion before appealing the CITY’s decision to FTA. FTA’s review of protests is limited to:


- The CITY’s failure to follow its protest procedures or its failure to review a complaint or protest; or
- Violations of federal law or regulations.

An appeal to FTA must be received by the appropriate FTA Regional Office or FTA Headquarters within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the CITY or any other basis of appeal to FTA.

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

2.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of bid as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the offer without the information.
May:	Indicates something that is not mandatory but permissible.
For purposes of this solicitation, the following definitions shall apply:	
"A.R.S."	Arizona Revised Statute
"Bidder"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB).
"Broker, Packager, Jobber"	A firm that is not a manufacturer or regular dealer as defined Manufacturer's Representative, herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"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. The Procurement Officers for this solicitation are Elizabeth Kellim and Kim Hayden.
"City"	The City of Phoenix
"Contractor/Consultant"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"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).
"EPA"	Environmental Protection Agency.
"FTA"	Federal Transit Administration.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies,

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
	articles or equipment required under the contract.	
“Offer or Bid”	Means bid.	
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.	
“Phoenix Public Transit”	A department within the City of Phoenix that owns and operates transit service for the CITY; the largest member of the regional transit system (Valley Metro).	
“Planning and Development Director”	The person who has the capacity to execute the contract for the CITY and has complete and final authority except as limited herein.	
“Solicitation”	Means a Request for Proposals.	
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the City.	
“Vendor or Seller”	A seller of goods or services.	
“Work/Service”	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Contractor in accordance with achieving the specification or requirements for which the CITY has contracted with the Contractor as called for by the contract and necessary to the completion thereof.	

2.2. CONTRACT INTERPRETATION

2.2.1. APPLICABLE LAW

This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.


2.2.2. IMPLIED CONTRACT TERMS

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.2.3. 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 shall prevail in the order set forth below:

- A. Addenda to RFP PTD17-010, the most recent in time taking precedence
- B. RFP Section 6 - Federal terms and conditions
- C. RFP Section 3 - Special terms and conditions
- D. RFP Section 4 - Indemnification and Insurance
- E. RFP Section 2 - Standard terms and conditions
- F. RFP Section 5 - Scope of work

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

- G. RFP Section 7 – Submittals and Contractor’s offer response
- H. RFP Section 1 – Solicitation Instructions
- I. Other documents referenced or included in the RFP

2.2.4. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall 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 shall 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 shall save and hold the CITY harmless with respect thereto.

2.2.5. SEVERABILITY

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

2.2.6. NON-WAIVER OF LIABILITY

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


2.2.7. PAROLE 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 shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall 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.

2.3. CONTRACT ADMINISTRATION AND OPERATION

2.3.1. RECORDS

All books, accounts, reports, files and other records relating to the contract shall 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

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

Phoenix office as designated by the CITY.

2.3.2. PUBLIC RECORD

All offers submitted in response to this solicitation shall become the property of the CITY and become a matter of public record available for review pursuant to the Phoenix City Code and Arizona state law.

If an offeror believes that a specific section of its offer is confidential, the offeror shall mark the section “CONFIDENTIAL” and isolate the pages marked confidential in a specific and clearly labeled section of the offer. The offeror shall include a written statement as to the basis for considering the marked pages confidential, including the specific harm or prejudice that may result from disclosure. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the offeror as “confidential” available to the public unless such information is necessary to support the evaluation process or is specifically requested in accordance with applicable public records law. When a public records request for such information is received, the CITY will promptly notify the party that provided the documents that a request or requirement to produce the documents has been received. Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider’s sole cost and expense, to protect the documents against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within seven (7) days after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

2.3.3. DOCUMENTS AND DATA

All documents, papers, data, and other documented information obtained by Contractor, outside of those documents and records specifically provided to the CITY as delineated within Section IV and those documents specifically provided to the CITY, are the sole documents of the Contractor. Under no circumstances is the Contractor to be deemed a custodian of records for the CITY.

2.3.4. CONFIDENTIALITY AND DATA RECORD

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Contract is confidential, proprietary information owned by the CITY. Except as specifically provided in this Contract, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted CITY information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal,



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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

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


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

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

2.3.5. DISCRIMINATION PROHIBITED

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

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall 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 shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

2.3.6. 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:

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

2.3.7. LICENSES AND PERMITS

Contractor shall 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.

2.3.8. ADVERTISING

Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Planning and Development Director, and the CITY will not unreasonably withhold permission.

2.3.9. EXCLUSIVE POSSESSION

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

2.3.10. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and the CITY shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the CITY requesting the issuance of this contract shall own (for and on behalf of the CITY) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the CITY, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the CITY and shall take no affirmative actions that



**SECTION II – STANDARD TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

might have the effect of vesting all or part of the Intellectual Property in any entity other than the CITY. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the CITY. If by operation of law, the Intellectual Property is not owned in its entirety by the CITY automatically upon its creation, then Contractor agrees to assign and hereby assigns to the CITY the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the CITY may reasonably request to give effect to this section 2.3.10.

It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

2.3.11. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Contractor's products, services and facilities shall 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 shall provide the CITY:

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


The CITY shall 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 shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The CITY further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

Contractor's products, services and facilities shall 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 the CITY representatives, the offeror shall provide the CITY:

Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.

A list of all Federal, State and local citations or notice of violations (including but

	<p align="center">SECTION II – STANDARD TERMS AND CONDITIONS</p>	<p align="center">CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242</p>
---	---	---

not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The CITY further reserves the right to make unannounced inspections of the Offeror’s facilities (during normal business hours).

2.3.12. COMPLIANCE WITH LAW

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 or not they are 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.

2.3.13. 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 established 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.

2.3.14. NO ISRAEL BOYCOTT

By entering into this contract, the Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

2.3.15. 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 shall 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.

2.3.16. 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.

2.3.17. 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

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

2.4. COSTS AND PAYMENTS

2.4.1. PAYMENT TERMS

The CITY shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the proposal.

2.4.2. PAYMENT DEDUCTION OFFSET PROVISION

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the CITY. Contractor agrees that any obligation it owes to the CITY will be offset against any payment due to the Contractor from the CITY.

2.4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

The CITY will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

2.4.4. DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

2.4.5. NO ADVANCE PAYMENTS


Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

2.4.6. FUND APPROPRIATION CONTINGENCY

Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Contractor and the CITY herein recognize that the continuation of any contract 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.

2.4.7. MAXIMUM PRICES

The CITY shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this offer and

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the CITY of such price reductions.

2.5. CONTRACT CHANGES

2.5.1. CONTRACT AMENDMENTS

Contracts shall be modified only by a written contract amendment or change order signed by the Planning and Development Director, or the Director's designee, and persons duly authorized to enter into contracts on behalf of the Contractor.

2.5.2. ASSIGNMENT – DELEGATION

No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the CITY, and no delegation of any duty of Contractor shall be made without prior written permission of the Planning and Development Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

2.5.3. NON-EXCLUSIVE CONTRACT

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

2.5.4. AUTHORIZED CHANGES

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 a documented 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, at the CITY's discretion. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time are not binding on the CITY unless evidenced in writing and approved by the Planning and Development Director, or the Director's designee, prior to the institution of the change.


2.6. RISK OF LOSS AND LIABILITY

2.6.1. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall 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 shall not release seller from any obligation hereunder.

2.6.2. ACCEPTANCE

All material or service is subject to final inspection and acceptance by the CITY. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

2.6.3. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

The Contractor shall indemnify and hold harmless the CITY against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the CITY of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the CITY against any and all expenses, losses, royalties, profits and damages including court costs and attorney’s fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The CITY may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

2.6.4. FORCE MAJEURE

Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall 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.

2.6.5. LOSS OF MATERIALS

The CITY does not assume any responsibility, at any time, for the title and risk, or protection of or for loss of materials or services, from the time that the contract



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

operations have commenced until the final written acceptance of the work by the CITY.

2.6.6. CONTRACT PERFORMANCE

See Special Terms and Conditions.

2.6.7. DAMAGE TO CITY PROPERTY

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the CITY at no cost to the CITY.

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

2.7. WARRANTIES

2.7.1. GUARANTEE

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the CITY against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the CITY except where it be shown that the defect was caused by misuse and not by faulty design.

2.7.2. QUALITY

Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which CITY intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to CITY, its successors, and assigns.

2.7.3. RESPONSIBILITY FOR CORRECTION

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the CITY first priority. Contractor agrees that if the product or service offered does not comply



SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

with the foregoing, the CITY has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the CITY.

2.7.4. LIENS

Contractor shall hold the CITY harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the CITY will make payment.

2.7.5. QUALITY STANDARDS OF MATERIAL AND SERVICES

If desired by the CITY, items/services offered shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the CITY to determine that the material(s) offered conform to the solicitation specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

2.7.6. REPAIR AND REPLACEMENT PARTS

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

2.7.7. WORKMANSHIP

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

2.8. CITY'S CONTRACTUAL RIGHTS

2.8.1. RIGHT TO ASSURANCE


Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

2.8.2. NON-EXCLUSIVE REMEDIES

The rights and remedies of the CITY under this contract are non-exclusive.

2.8.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under

	SECTION II – STANDARD TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

2.8.4. ON TIME DELIVERY

Because the CITY is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery and installation must be made in accordance with the delivery schedule promised by the Offeror.

2.8.5. COVENANT AGAINST CONTINGENT FEES

Contractor 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 shall 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.

2.8.6. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS

Quantities listed are the CITY’s best estimate and do not obligate the CITY to order or accept more than CITY’s actual requirements during period of this agreement, as determined by actual needs. It is expressly understood and agreed that the resulting contract is to supply the CITY with its complete actual requirement for the contract period.

2.8.7. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this contract belongs to the CITY and must be delivered to the CITY at CITY’s request upon termination of this contract. Contractor agrees that all materials prepared under this contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to CITY all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

2.9. CONTRACT TERMINATION

2.9.1. GRATUITIES

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



**SECTION II – STANDARD TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

2.9.2. CONDITIONS AND CAUSES FOR TERMINATION

This contract may be terminated at any time by mutual written consent, or by the CITY, with or without cause, upon giving thirty (30) days written notice to Contractor. The CITY at its convenience, by written notice, may terminate this contract, in whole or in part. Such Notice of Termination will specify: (a) the nature of the default, if any; (b) the extent of the termination, i.e., whether in whole or in part and, if in part, the part being terminated; and, (c) the date upon which the termination is to take effect. If this contract is terminated, the CITY shall 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 Contractor shall submit detailed cost claims in an acceptable manner and shall permit the CITY to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

In the opinion of the CITY, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the CITY, Contractor attempts to impose on the CITY personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the CITY, Contractor fails to make progress in the performance of the requirements of the contract and/or give the CITY a positive indication that Contractor will not or cannot perform to the requirements of the contract.

In case of default by 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 proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

2.9.3. CONTRACT CANCELLATION

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



**SECTION II – STANDARD TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

2.9.4. OPPORTUNITY TO CURE

Prior to termination for Default, Breach, or Cause and CITY's right to terminate, the CITY, after consultation with Contractor, will deliver to Contractor a Notice to Cure and allow Contractor thirty (30) calendar days (or such other period agreed upon between Contractor and CITY) within which Contractor shall proceed to correct and cure the defect; thereafter, Contractor shall diligently pursue such cure to completion. The Notice to Cure will state the time period within which cure is permitted together with other appropriate reasonable conditions.

If Contractor fails to proceed to correct and cure the breach or default of any of the terms, covenants, or conditions of this contract within thirty (30) calendar days (or such other period agreed upon between Contractor and CITY) after receipt by Contractor of written Notice to Cure from CITY, then CITY shall have the right to terminate this contract by delivering a Notice of Termination in accordance with Section 2.9.2 above.

Any such termination for cause shall not operate in any way to preclude CITY from also pursuing all of its other available remedies against Contractor and its sureties for said breach or default.



**SECTION III – SPECIAL TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

3.1 TERM OF CONTRACT AND OPTION TO EXTEND

The initial contract shall commence on or about October 1, 2017 and end September 30, 2019. The CITY may, at its sole option, extend the period of this contract up to three additional years in increments of up to one year.

3.2 POST AWARD CONFERENCE

A post award conference will be held by the CITY prior to commencement of any work. The purpose of this conference would be to discuss critical elements of the work schedule and operational problems and procedures.

3.3 PRICING

Consultant shall be paid according to contract pricing for all the services outlined in this RFP for the initial two-year term of the contract.

Regarding taxes:

3.3.1 In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by Consultant to collect applicable taxes from the CITY shall not relieve Consultant from its obligation to remit taxes.

3.3.2 If the CITY finds over payment of a project due to tax consideration that was not due, Consultant will be liable to the CITY for that amount, and by contracting with the CITY agrees to remit any overpayments back to the CITY for miscalculations on taxes included in a bid price.

3.3.3 Tax Responsibility Qualification.

Consultant 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).

Consultant 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. Consultant agrees to provide written authorization to the City Public Transit Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Consultant's qualifications for and compliance with contract for duration of the term of contract.

3.3.4 **Tax Indemnification.** Consultant shall, and require the same of all sub-consultants, pay all federal, state and local taxes applicable to its operation and any persons employed by Consultant. Consultant shall, and require the same of



**SECTION III – SPECIAL TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

all sub-consultants, hold the CITY harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.4 ADDITION OR DELETION OF SERVICES

The CITY reserves the right to modify, add and/or delete services under the contract. Should a service requirement be deleted, payments to Consultant will be reduced proportionately, to the amount of service reduced in accordance with the contract price. Should additional services be required, prices for such additions may be negotiated between Consultant and the CITY.

All changes, which are mutually agreed upon by and between the parties, must be incorporated into written and signed change orders to the contract. All change orders will state the increase or decrease in the amount of the compensation due to Consultant for the change in the scope of work.

3.5 METHOD OF INVOICING AND PAYMENT

The CITY will compensate the Consultant for satisfactory and complete performance of work under the contract at the price set forth in the contract. Consultant shall be paid on a monthly basis in arrears. On or before the 15th day of each month, Consultant shall submit one (1) invoice to the CITY for percentage of work completed, per task or sub-task, during the previous month. Invoice must contain the date, contract/RFP number, line number from the price sheet, supporting documentation, and the invoice amount. Advance payments are not authorized. Payment will be made only for actual services that have been received and approved. In accordance with the CITY's normal business practices, the CITY shall pay for the purchase of services within thirty (30) calendar days after receipt and approval of the invoice unless prompt payment terms are given. Payment of invoice(s) will be delayed if an invoice is submitted incorrect or incomplete.

Send monthly invoices to:

City of Phoenix City Manager's Office
Attn: Markus Coleman, TOD Grant Manager
200 West Washington, 12th Floor
Phoenix, Arizona 85003

3.6 EQUAL EMPLOYMENT OPPORTUNITY AND PAY

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

3.6.2 Consultant in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race,



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Consultant shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant 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.

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

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

3.7 KEY PERSONNEL AND KEY SUB-CONSULTANTS

In the event Consultant's Key Personnel or Key Sub-consultants, as defined in Response Form 2, is permanently replaced, Consultant shall notify the CITY at least seventy-two (72) hours prior to the replacement date and time. The replacement personnel or sub-consultants shall be of equal or greater qualifications, experience and education. Such replacements will be subject to CITY's prior approval.

3.8 CONSULTANT AND SUB-CONSULTANT CONFLICT OF INTEREST

Consultant, or key personnel of the Consultant, does not represent, consult with, and is not under the employ of any current or prospective beneficiary of fund distribution under this contract. Furthermore, Consultant shall not represent other clients before the Phoenix City Council on issues where the CITY, in its sole and absolute discretion, has determined that such representation would constitute a conflict of interest in Consultant's representation of CITY. Consultant also agrees that it and, where applicable, its Sub-consultants under this Agreement shall not represent other clients before other municipal, county and state agencies on matters involving a direct conflict with CITY. On the effective date of this Agreement, Consultant will provide the CITY with a list of Consultant's current clients being represented before the City Council or other municipal, county and state agencies. After the effective date of the Agreement, Consultant shall notify the Planning and Development Director of proposed clients whose representation would be subject to this paragraph. CITY agrees to hold the information concerning Consultant's clients and proposed clients confidential to the extent permitted by law. CITY agrees that if no express disapproval is communicated to Consultant within five (5)

	SECTION III – SPECIAL TERMS AND CONDITIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

business days of the delivery to the Planning and Development Director of the name of each such proposed client, that approval of such representation has been made.

3.9 PERFORMANCE INTERFERENCE

Consultant shall notify the CITY’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

CITY Contact:

TOD Grant Manager: Markus Coleman
Phone: 602-256-4311

3.10 CONSULTANT AND SUB-CONSULTANT WORKER BACKGROUND SCREENING

Consultant agrees that all Consultant and sub-consultants’ workers (collectively “Consultant’s Worker(s)”) that Consultant furnishes to the CITY pursuant to this agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Consultant’s sole cost and expense as set forth in this section. The background screening provided by Consultant shall comply with all applicable laws, rules and regulations. Consultant further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The CITY in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant’s services under this agreement or Consultant’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Consultant and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

3.10.1 Background Screening Requirements and Criteria. Because of the varied types of services performed, the CITY has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Maximum Risk.

- A. Minimum Risk and Background Screening (“Minimum Risk”).
A minimum risk Background Screening shall be performed when the contract worker: (i) will not have direct access to CITY facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to CITY facilities is escorted by a CITY worker. The Background Screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 to verify legal Arizona worker status.
- B. Standard Risk and Background Screening (“Standard Risk”).
A standard risk Background Screening shall be performed when the contract worker’s work assignment will: (i) require a badge or key for access for CITY facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted CITY information; or (iii) allow unescorted access to CITY facilities during normal and non-



**SECTION III – SPECIAL TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/ legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contract worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

- C. Maximum Risk and Background Screening ("Maximum Risk").
A maximum risk Background Screening shall be performed when the contract worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of the CITY funds or control or inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to the CITY data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of public Safety as mandated by Phoenix City Code, § 2-45.6.

- 3.10.2 Consultant Certification; City Approval of Maximum Background Screening. By executing this agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the CITY is accurate and current. Also, by executing this agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, Consultant shall furnish to the Public Transit Department for the CITY's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Consultant has received the CITY's written acceptance of the subject contract worker's maximum risk background screening. The CITY may, in its sole discretion, accept or reject any or all the contract workers proposed by Consultant for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other CITY contracts or engagements without CITY's prior written approval.



**SECTION III – SPECIAL TERMS AND
CONDITIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

- 3.10.3 Terms of This Provision Applicable to all of Consultant's Contracts and Subcontracts. Consultant shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.
- 3.10.4 Materiality of Background Screening Provisions; Indemnity. The background screening requirements of this section are material to CITY's entry into this agreement and any breach of this section by Consultant shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in Section 4.1 of this RFP, Consultant shall defend, indemnify and hold harmless the CITY for any and all Claims (as defined in Section 4.1) arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by Consultant or the CITY for failure to satisfy this section.
- 3.10.5 Continuing Duty; Audit. Consultant's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Consultant shall notify the CITY immediately of any change to a maximum risk background screening of a contract worker previously approved by the CITY. Consultant shall maintain all records and documents related to all background screenings and the CITY reserves the right to audit Consultant's compliance with this section.



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

4.1 INDEMNIFICATION

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

4.2 INSURANCE REQUIREMENTS

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

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

4.2.1 Minimum Scope and Limits of Insurance: Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

A. Commercial General Liability – Occurrence Form

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

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



SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

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

B. Automobile Liability

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

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

C. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

D. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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 discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

4.2.2 Additional Insurance Requirements: The policies must include, or be endorsed to include, the following provisions:



**SECTION IV – INSURANCE AND
INDEMNIFICATION**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

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

4.2.3 Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, Consultant must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix, Public Transit Department, 302 N. 1st Avenue, Suite 900, Phoenix, AZ 85003, Attn: Christine Adrian.

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

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

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

All certificates required by this Contract must be sent directly to City of Phoenix, Public Transit Department, 302 N. 1st Avenue, Suite 900, Phoenix, AZ 85003, Attn: Christine Adrian. The City contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

4.2.6 Sub-consultants: Consultants' certificate(s) must include all sub-consultants as additional insureds under its policies or Consultant must furnish to the City separate certificates and endorsements for each sub-consultant. All coverages for sub-consultant must be subject to the minimum requirements identified above.

	SECTION IV – INSURANCE AND INDEMNIFICATION	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	---	---

4.2.7 Approval: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242

5.1 INTRODUCTION

The CITY was awarded a transit-oriented development (TOD) planning grant from the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) to implement a proactive, early action business assistance program and to plan for TOD adjacent to the South Central light rail extension. The CITY is seeking a qualified consultant team to assist staff in ongoing research, community and business engagement, and urban design services to develop and implement a business assistance program and advance land use planning for the South Central extension.

As the recipient of the FTA TOD planning grant, the CITY will be responsible for implementing all activities associated with the grant. Valley Metro, as the entity responsible for the design, construction, and operation of the light rail system, will provide technical expertise as needed to support the CITY's business assistance and TOD planning efforts.

The prime consultant will be comfortable acting in both lead and support roles, have experience working in a collaborative, interdisciplinary team environment, and excel at managing a diverse team of sub-consultants. The ability to adapt and tailor processes and work products to the needs of the project is critical.

5.2 BACKGROUND

The USDOT has demonstrated significant interest in the South Central light rail extension, previously awarding the City of Phoenix a \$1.6 million Transportation Investment Generating Economic Recovery (TIGER) grant to conduct an environmental assessment (EA) and preliminary engineering. In addition, USDOT recognized it as one of only seven national transportation projects in the USDOT Ladders of Opportunity Transportation Empowerment Pilot (LadderSTEP) program. This program provides USDOT support in advancing transportation projects that empower, connect, and revitalize communities.

The South Central Avenue extension consists of a new 5-mile-long light rail segment that will connect to the existing system at Central Avenue and Washington Street (northbound) and 1st Avenue and Jefferson Street (southbound). The new extension will adhere to the same one-way couplet concept used in the downtown portion of the light rail facility until Hadley Street where the southbound track along 1st Avenue rejoins Central Avenue. From Hadley Street to Baseline Road, northbound and southbound tracks will operate within the center of Central Avenue. The light rail extension will include new stations at: Lincoln Street (with the northbound station along Central Avenue and the southbound station along 1st Avenue), Buckeye Road, Audubon Center, Broadway Road, Roeser Road, Southern Avenue, and Baseline Road. The project also includes two new park-and-ride facilities located adjacent to Central Avenue at Broadway Road and at Baseline Road. Construction is planned to commence in 2019 with completion in 2023.

Census data compiled for the preparation of the FTA's 2016 EA highlighted some important demographic and economic trends in the South Central corridor, which is generally defined by Washington Street to the north, Baseline Road to the south, 7th

	SECTION V – SCOPE OF WORK	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	----------------------------------	---

Avenue on the west, and 7th Street on the east. Compared to Maricopa County, residents within the corridor are younger, more likely to be Hispanic or non-white, have substantially lower incomes, and are more likely to rely on public transit. Approximately 44 percent of the residents in the corridor have one car or no car, and 69 percent of residents in the corridor are not licensed to drive. A comparison of alternative modes of transportation used to commute to work indicates that residents within the corridor use transit (8.5 percent), walk (8.8 percent), or bicycle (1.7 percent).

5.3 REQUIREMENTS

The scope of work is divided into several activities, tasks, and subtasks, as described below.

5.3.1 ACTIVITY: Project Management.

A. *Task 1 – Project Kick-Off Meeting.*

The consultant team will attend a kick-off meeting with City staff, Valley Metro, and other project team members to review the scope of work, define project parameters, establish roles and responsibilities, confirm the schedule, and establish communication protocols.

Deliverables:

The consultant team will prepare draft and final meeting minutes for review and approval by the project team. The meeting minutes will identify all attendees, discussion points, decisions, and action items. Draft meeting minutes will be due one week following the meeting.

B. *Task 2 - Project Coordination Meetings.*

The consultant team will attend bi-weekly (twice per month) project coordination meetings to report on scope progress, identify issues or constraints, prepare for events or other public outreach activities, and provide updates on the schedule and budget. Additional meetings or teleconferences may be scheduled on an as-needed basis.

Deliverables:

The consultant team will prepare an agenda prior to each meeting and will coordinate with the TOD Grant Manager to identify items for discussion. The consultant team will also be responsible for preparing draft and final meeting minutes for review and approval by the project team. Draft meeting minutes will be due one week following each meeting.

5.3.2 ACTIVITY: Business Assistance.

The intent of the business assistance program is to engage businesses and property owners generally within one-quarter mile of the light rail extension to gain an understanding of their existing business operations, resources, and constraints; identify a range of tools to support businesses before, during, and after construction; track implementation of the tools and resources to evaluate effectiveness; and document the business assistance efforts in a program



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

manual that can be replicated and built upon in other light rail corridors. A successful business assistance program will include in-depth engagement with property and business owners within the corridor to encourage participation, gather feedback, and explore how resources can be effectively matched to business needs.

A. *Task 3 - Inventory & Assessment.*

1. Subtask 3.1: Outreach

The consultant team will work with City staff, Valley Metro, and project team partners to develop a list of stakeholders located within the corridor. To engage as many interested parties as possible, the consultant team will be flexible in its communication methods, which may vary for each individual or group. The consultant team will establish relationships with organizations, businesses, and property owners to encourage ongoing coordination and dialogue throughout the project.

Deliverables:

The consultant team will work with City staff and Valley Metro to develop draft and final versions of a communication and outreach plan that will:

- Establish methods of communication to maximize interface with all businesses and property owners within the corridor;
- Provide a comprehensive strategy for business outreach which demonstrates an understanding of the types of businesses in the corridor and seeks opportunities to connect businesses to one another (for example, assemble small group meetings based on similar business type and/or concerns);
- Document the methods and frequency of communication for all interactions with business owners; and
- Attend stakeholder meetings held by community-based organizations.

2. Subtask 3.2: Business Owner Workshop

Based on the business outreach conducted as part of Subtask 3.1, the consultant team will work with City staff to facilitate a peer-to-peer workshop for business owners along previous light rail extensions to share experiences and expectations with South Central business owners. The business owner workshop will provide a forum for establishing and/or strengthening business or merchant associations within the corridor, and will also inform later phases of the business assistance program.

Business owner turnout is critical to the success of the workshop, and therefore it is expected that the consultant team will allow ample notification time and will employ a variety of methods to encourage participation. The consultant team will be responsible for securing meeting and/or event spaces within the South Central corridor; providing



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

staff, equipment, and materials for the workshop; and creating and distributing advertising and notification materials. The consultant team will ensure that all workshop and notification materials are in English and Spanish, and will provide an interpreter at the workshop.

The consultant team will work with City staff to develop the final workshop format, content, and participants. In consultation with City staff and Valley Metro, the consultant team will interview business owners from existing light rail corridors to determine appropriate participants and identify key elements for the business owner workshop.

Deliverables:

The consultant team will organize and facilitate a business owner workshop within six months of Notice to Proceed. The consultant team will prepare electronic versions of a draft and final report documenting all activities associated with the business owner workshop. At a minimum, the report will include:

- Complete list of business owners invited and methods of notification;
- List of participants, including panelists;
- Description of the event components;
- Discussion points for the workshop and outcomes of those discussions;
- Copies of all outreach materials, activities, and results;
- High-resolution photographs of the workshop;
- Summary of themes heard from business owners;
- Opportunities and challenges identified by the business community; and
- Action items or next steps.

3. Subtask 3.3: Business Inventory

The consultant team will conduct one-on-one and small group meetings to develop a directory of all businesses within the corridor. The consultant team also will develop interview questions to ensure that the same kind of baseline information is collected for all businesses along the corridor. The questions will focus on operations, logistics, resources, challenges, and concerns of the businesses. The consultant team will encourage ongoing, open dialogue for each business to articulate their individual needs.

Deliverables:

The consultant team will prepare draft interview questions for review and discussion with City staff. The consultant team will create and maintain an inventory (in Microsoft Excel) of all businesses and property owners within the corridor, which will include:

- Business name, owner, and contact information;
- Property owner name and contact information (if business is a tenant);
- Location and type of business;

	SECTION V – SCOPE OF WORK	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	----------------------------------	---

- Hours of operation;
- Number of employees;
- Willingness to receive support and/or resources;
- Summary of operations and logistics of the business; and
- Description of concerns and challenges.

4. Subtask 3.4: Needs Assessment

The business outreach efforts, including the workshop and inventory, will help inform the needs assessment. The consultant team will summarize key findings gathered through the interview process, and organize the issues by category and by individual business concerns. This evaluation will lead to the development of strategies to support businesses before, during, and after construction. The consultant team will identify potential tools and resources to be implemented, and will seek partnering opportunities with community-based organizations and/or other entities to leverage additional resources to benefit business owners.

Deliverables:

The consultant team will prepare an electronic version of a draft and final Needs Assessment based on the information collected during the business outreach and inventory tasks. Minimally, the Needs Assessment will:

- Highlight themes heard from the business community;
- Describe specific concerns that may require unconventional or innovative solutions;
- Provide strategies for supporting businesses before, during, and after construction; and
- Identify tools and resources available to business owners.

B. *Task 4: Business Assistance Plan.*

1. Subtask 4.1: Develop Business Assistance Plan

Based on the Business Inventory and Needs Assessment, the consultant team will develop a Business Assistance Plan, which links the strategies, tools, and resources available to businesses in the corridor to their specific topic of concern or identified challenges. The Business Assistance Plan will show a clear connection between the information collected from each business owner, the needs assessment, the tools and resources selected to meet those needs, and the timeframe for implementation (for example, before, during, or after construction). During the development of the Business Assistance Plan, the consultant team will verify with business owners that their concerns and needs are being addressed. The City expects that the Business Assistance Plan will provide a range of potential tools and services specifically tailored to each business. Examples of business assistance implemented in existing light rail corridors during construction include:



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

- Business advocate services
- Promotional marketing for the corridor
- Advertising support
- Private sector peer-to-peer consulting
- Financial planning
- Web design
- Business marketing
- Construction oversight services (for example, signage, access, and barricade management)
- Local employment opportunities
- Leverage resources available to the corridor (municipal, non-profit, and for profit organizations)

Deliverables:

The consultant team will prepare and submit an electronic version of the draft Business Assistance Plan for review and comment by City staff. The consultant team will finalize the Business Assistance Plan based on input from City staff.

2. Subtask 4.2: Tracking and Success Metrics

A primary objective of the business assistance program is to develop a process that can be replicated and expanded upon in future light rail corridors. To measure the effectiveness of the strategies, tools, and resources implemented, the consultant team will develop a system for tracking and evaluation. The tracking system will clearly state objectives and desired outcomes, identify quantitative and qualitative metrics, and will incorporate review periods and milestones to allow for adjustment if desired outcomes are not being achieved.

Deliverables:

The consultant team will create a system for tracking resources implemented via the Business Assistance Plan.

C. *Task 5: Implementation.*

The objective of this task is to carry out the Business Assistance Plan, and ensure that strategies, tools, and resources identified for each phase of the project (i.e. before, during, and after construction) reach individual businesses. The consultant team will maintain the tracking system developed under Subtask 4.2.

Deliverables: The consultant team will submit an updated tracking system on a monthly or quarterly basis, as determined by City staff.

D. *Task 6: Business Assistance Program Manual.*

The objective of this task is to document the business assistance efforts in a program manual that can be replicated and expanded upon in future light rail

	<p align="center">SECTION V – SCOPE OF WORK</p>	<p align="center">CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242</p>
---	--	---

corridors. The Business Assistance Program Manual will provide comprehensive documentation of the business assistance process, including the assemblage of resources, cultivation of partnerships, decision making, outcomes, and lessons learned.

Deliverables: The consultant team will prepare and submit an electronic version of the draft Business Assistance Program Manual for review and comment by City staff. Comments and edits from City staff will be incorporated into the final document. The Business Assistance Program Manual will include, at a minimum, the following elements:

- Overview of business outreach, including key themes from the business owner workshop;
- Summary of the inventory and needs assessment, including the interview questions;
- Description of the types of business assistance developed and assembled for the corridor and how each was tailored to meet the needs of individual businesses;
- Presentation of the tracking system and the metrics used to evaluate implementation of the business assistance plan including milestones and any adjustments made;
- Discussion of the successes and challenges regarding implementation of the business assistance plan;
- Highlights of the variety of resources compiled to assist business owners;
- Lessons learned.

5.3.3 ACTIVITY: TOD Planning.

The City intends to develop a TOD policy plan specific to the South Central corridor, which will serve to attract, guide, and prioritize strategic investments in infrastructure, housing, economic development, and other areas to realize a shared vision for the future. Nationally, research has indicated that the area of influence for light rail stations is generally one-half mile, with more intensity typically occurring within one-quarter mile of a station. The South Central TOD policy plan will include six planning elements: Health, Housing, Economic Development, Land Use, Mobility, and Green Systems. The policy plan will be executed in three phases: planning, design, and implementation.

A. *Task 7: Planning.*

The planning phase includes research and analysis of current conditions and community visioning. City staff is currently evaluating existing conditions and conducting infrastructure assessments within the corridor through the lens of each of the six planning elements, which will serve as the foundation for engaging the community to create a long-term vision for the area. The consultant team’s scope of services does **not** include extensive documentation of area-wide existing conditions. Rather, the consultant will employ the research and documentation prepared by City staff to inform tasks included below.



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

1. Subtask 7.1: Stakeholder Engagement and Visioning

The intent of all engagement activities is to understand stakeholders' perspectives on the current and desired conditions of the corridor to generate a vision of Land Use, Housing, Economic Development, Mobility, Green Systems, and Health for the South Central corridor for the year 2045. It is expected that the selected consultant team will reference and build upon the information learned through the ReinventPHX process, which yielded five Phoenix City Council-adopted TOD District Policy Plans (Solano, Uptown, Midtown, Eastlake-Garfield, and Gateway).

Stakeholder engagement will include outreach to residents, business owners, churches, schools, community groups, and neighborhood associations. An effective community engagement and visioning process will focus on underserved populations and residents who typically do not participate in formal planning processes. The consultant team will have staff available to conduct outreach activities in English and Spanish.

City and Valley Metro staff will work with the consultant team to develop an initial list of stakeholders; it is anticipated that the stakeholder list will continue to expand as outreach efforts proceed. The consultant team will aim to engage as many individuals as possible within the South Central corridor. At minimum, the consultant team will engage 100 individuals representing each station area to create a vision that most accurately reflects the community desires at a given location.

Engagement methods will be varied and seek input from the community about outreach preferences. Examples may include one-on-one meetings, interviews, forums, focus group meetings, visual preference surveys, community workshops, or other public events. Contractor is strongly encouraged to propose innovative and atypical methods for stakeholder engagement which are project-specific and which demonstrate an understanding of the populations living and working in the corridor. Throughout the stakeholder engagement process, the consultant team will coordinate with City staff and other grant personnel, specifically the Business Assistance team, to ensure a logical project-wide public participation event and outreach schedule.

The consultant team will work with City staff to structure the outreach and to develop engagement and visioning exercises. Concurrently, City Historic Preservation Office staff will conduct a windshield survey of the South Central corridor to identify buildings that are historic, historic-eligible, or which contribute to a TOD urban form and which should be incentivized for preservation.

Sample topics include:

- Definition of the South Central policy plan ("district") boundaries
- Definition of each station's area of influence



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

- Assets and challenges (or barriers)
- Areas appropriate for stability/preservation, retrofit, or growth/redevelopment (including the identification of historic or historic-eligible buildings by City staff)
- Types of change (within the framework of the six planning elements)
- Areas appropriate for development at greater heights and intensities
- Identification of priority investment areas
- Community vision and themes for the corridor and the identified priority investment areas

The consultant team will be responsible for securing meeting and/or event spaces within the South Central corridor; providing staff, equipment, and materials for outreach efforts; and creating and distributing advertising and notification materials. The consultant team will ensure that all outreach and notification materials are in English and Spanish, and will provide an interpreter at all public meetings, events, and workshops. The consultant team will employ a variety of notification methods to ensure broad reach within the community.

Youth / Student Outreach

According to the Maricopa Association of Governments' Demographic Viewer, approximately 25 percent of the population within one-half mile of the South Central light rail extension is between the ages of 5 and 17. The South Central corridor also includes a number of schools and educational institutions which serve hundreds of young people within the community. Empowering youth to become involved in planning for their community encourages the likelihood that they will remain engaged and invested into adulthood. Young voices offer a unique perspective in community planning, and the consultant team will include methods to actively engage the area's youth.

Steering Committee

City staff intends to assemble a Steering Committee to guide planning for the South Central extension through visioning, strategy development, conceptual master plan design, policy adoption, and implementation. The Steering Committee will be a convergence of cross-sector community advisors, and may meet 10 to 12 times over the duration of the two-year planning grant. All Steering Committee meetings will be open to the public, and will be staffed by City personnel. City staff will ensure that an interpreter is available at all Steering Committee meetings for the duration of the planning grant.

City staff will provide periodic updates to the Steering Committee, as well as the Central City and South Mountain Village Planning Committees (VPCs) throughout the duration of the planning grant. The consultant team will be available to support City staff in preparing updates, making presentations about outreach efforts, and providing a summary of input

	SECTION V – SCOPE OF WORK	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	----------------------------------	---

received from the community. The consultant team should be prepared to attend up to four VPC meetings and up to six Steering Committee meetings.

Deliverables:

The consultant team will prepare electronic versions of draft and final reports documenting all activities conducted to support stakeholder engagement and visioning. All maps and photographs will be high-resolution. Due to file size, the consultant team may need to establish and maintain a project-specific file transfer protocol (ftp) site to support the exchange of documents and comments. The stakeholder engagement and visioning report will include at a minimum:

- Complete stakeholder list and outreach preferences, organized by station area;
- Outreach summary table (date, type of event or meeting, location, number of participants, event objectives, discussion points, materials used, summary of outcomes);
- High-resolution photographs of events;
- Copies of all outreach materials, engagement and visioning exercises, and results;
- Corridor and station area asset maps;
- Summary of challenges and barriers identified by the community;
- Stability, retrofit, and growth maps for each station area (including the identification of historic and historic-eligible buildings by City staff);
- Summary of themes regarding desirable future conditions related to the six planning elements;
- Vision statements for the South Central corridor; and
- Identification of priority investments areas.

B. *Task 8 - Design*

The second phase of TOD planning will focus on the development of conceptual master plans for strategic investments within the South Central corridor. Working with City staff, stakeholders, and the Steering Committee, the design team will prepare conceptual urban design master plans for the area surrounding each station. Throughout the development of the conceptual master plans, City staff will coordinate with the Steering Committee to ensure the vision is accurately translated into the design. The consultant team will be available to support City staff in preparing updates and presentations about the design efforts.

1. Subtask 8.1: Conceptual Design Charrettes

The consultant team, with support from City staff, will lead a minimum of two design charrettes, which will take its cues from stakeholder engagement and visioning exercises conducted throughout the planning phase. The design charrettes will focus on the station areas, and will serve a crucial role in preparing an attractive environment for investment



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

and development around the light rail extension. Furthermore, conceptual designs will be an important tool to demonstrate how good design at an appropriate scale and intensity can be a positive catalyst for revitalization in the community.

Upon selection, the consultant team will work with City staff to refine and finalize the charrette. The consultant team will be responsible for securing event spaces within the South Central corridor for the design charrettes; providing staff, equipment, and materials; and creating and distributing advertising and notification materials. The consultant team will ensure that all notification and charrette materials are in English and Spanish, and will provide an interpreter at the charrettes.

2. Subtask 8.2: Illustrative Plans

The consultant team will prepare illustrative plans of the station areas, which will delineate a generalized block pattern, building, street and open space typologies, and 3D building forms. A narrative describing the design components and development concepts will accompany the plans, and will clearly reflect the community's vision. The consultant team will also produce illustrative designs for catalytic development concepts consistent with the community vision. For larger sites in identified areas of change, the consultant team will produce a phasing plan to facilitate transition from existing conditions to development supportive of the transit corridor and consistent with the community vision. The illustrative plans will be generally limited to areas within one-half mile of station areas.

The consultant team also may be requested to prepare designs for select streets adjacent to station areas and/or the Western Canal. Plan view designs will include multi-modal improvements, street lights, trees, and other pedestrian facilities. In addition, the consultant team will prepare photo-simulation transformations of the selected streets and/or Western Canal that depict incremental improvements consistent with the community's vision.

Deliverables: The consultant team will prepare electronic versions of a draft and final report documenting the design charrettes. The report will:

- Describe the charrette process;
- Define key ideas, design objectives, and criteria for each of the station areas;
- Summarize decision making;
- Present variations and design refinements; and
- Provide final, high-resolution versions of all maps, plans, and annotated design plans for each station area, catalytic development projects, and multi-modal improvements.



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

3. Subtask 8.3: Final Presentations

The consultant team will organize a minimum of two public events within the South Central corridor to present the final versions of the conceptual designs to stakeholders. The presentations will clearly demonstrate how the designs reflect the community vision and how key ideas from participants were incorporated into the designs.

4. Subtask 8.4: Building and Housing Typologies

Aerial photographs of the South Central corridor indicate a fair amount of vacant land between 7th Street and 7th Avenue. Vacant parcels will be particularly vulnerable to assemblage and development pressure once the light rail extension becomes operational. However, these parcels also provide redevelopment opportunities to support the existing housing stock while offering additional housing types to support a range of market demographics.

Staff recognizes that the South Central extension is composed of distinct areas with unique aesthetics and parcel dimensions. The objective of this task is to delineate the boundaries of these areas and to develop a menu of potential building and housing typologies that will fit existing lot sizes and that will integrate with a transit-based neighborhood design. The consultant team will consider overall block length, orientation with respect to light rail stations, bicycle and pedestrian access and connectivity, lot requirements, building frontage type, architectural styles and materials, streetscape, and opportunities to maximize shade.

Existing zoning within the South Central corridor is a combination of conventional zoning (from Buckeye Road to Baseline Road) and the Downtown Code (from Washington and Jefferson streets to Buckeye Road). To capitalize on the high-capacity transit investment and increase ridership in the South Central corridor, staff intends over time to transition the conventionally-zoned portion of the corridor (that is, Buckeye Road to Baseline Road) to the Walkable Urban Code (WU Code), which encourages an appropriate mix of uses and density around transit stations. The WU Code was adopted by the Phoenix City Council in July 2015, and can be found in Chapter 13 of the Phoenix Zoning Ordinance.

The characteristics unique to the South Central corridor identified as part of this task will be incorporated into the WU Code to provide a more predictable development outcome that is consistent with the community vision. The consultant team will also make recommendations for changes to the Downtown Code to ensure consistency within the corridor.

Deliverables

The consultant team will prepare electronic draft and final versions of a building and housing typologies report, which will include:



SECTION V – SCOPE OF WORK

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

- Delineation of distinct areas within the corridor;
- Description of the unique aesthetics and characteristics of each area;
- Potential building and housing typologies appropriate for each area;
- High-resolution maps, graphics, and illustrations; and
- Recommendations for any changes to the WU Code and/or Downtown Code to ensure consistency and predictability of the development within the corridor.

The consultant team will present the draft building and housing typologies to the Steering Committee for review and comment. Comments received during the presentation will be documented and used to refine and finalize the building and housing typologies. City staff will be responsible for coordination with City of Phoenix Planning and Development and Law Departments on integration into Chapters 12 and 13 of the Phoenix Zoning Ordinance.

C. *Task 9 - Implementation*


City staff will work closely with the consultant team and the Steering Committee throughout the stakeholder engagement process to document key themes which will directly inform the transition from existing conditions to the shared community vision. City staff and the Steering Committee will research national best practices to identify realistic strategies and performance measures to translate the community vision into achievable outcomes within the South Central corridor. These strategies and performance measures will serve as the basis for developing an action plan for the corridor where each item is assigned to the party deemed most appropriate to lead the task.

D. *Task 10 – South Central TOD Policy Plan*

City staff will lead the preparation of the South Central TOD Policy Plan, which will include:

- Overview of the LadderSTEP program, the FTA planning grant, and the relationship to the South Central extension
- Cultural and historical context for the South Central corridor
- Existing conditions assessments in the context of Land Use, Health, Mobility, Housing, Economic Development, and Green Systems
- Summary of stakeholder engagement
- Community visioning
- Annotated master plans for each station area, catalytic development project, phasing plan, multi-modal improvements
- Building and housing typologies
- Action plans

The consultant team may conduct a technical review of portions of the draft South Central TOD Policy Plan for accuracy and clarity if requested by staff.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Consultant shall comply with the following FTA requirements.

6.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The CITY and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CITY, Consultant or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

6.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS


Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

Consultant agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

6.3 ACCESS TO RECORDS AND REPORTS

A. **Record Retention** - Consultant will retain, and will require its sub-consultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- B. **Retention Period** - Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records** - Consultant agrees to provide sufficient access to FTA and its Consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance** - Consultant agrees to permit FTA and its Consultants access to the sites of performance under this Contract as reasonably may be required.

6.4 FEDERAL CHANGES


Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the CITY and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Consultant's failure to so comply shall constitute a material breach of the Contract.

6.5 CIVIL RIGHTS LAWS AND REGULATIONS

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination** - In accordance with Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). 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. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

- C. **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- D. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

6.6 TERMINATION (See Section 2.9)

6.7 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests of the CITY that would cause the CITY to be in violation of the FTA terms and conditions.

6.8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion - Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, Consultant shall verify that its principals, affiliates, and sub-consultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or CITY to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:


The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions. The "Debarment and Suspension" form, Section 7.5 of this solicitation, must be completed, signed and submitted with Consultant's bid.

6.9 VIOLATION AND BREACH OF CONTRACT

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contracts Specialist II Lead or their designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Consultant mails or otherwise furnishes a written appeal to the Planning and Development Director or the Director's designee. In connection with any such appeal, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Planning and Development Director or the Director's designee shall be binding upon Consultant and Consultant shall abide by the decision.

Performance during Dispute: The Consultant shall continue performance under this Contract during all disputes unless the Consultant's performance is refused by the CITY or is enjoined or prohibited by court of competent jurisdiction.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

by law. No action or failure to act by the CITY or Consultant shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

6.10 LOBBYING RESTRICTIONS

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The "Lobbying Certification" form, Section 7.6 of this solicitation, must be completed, signed and submitted with Consultant's bid.

6.11 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Consultant shall also include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FTA.


6.12 FLY AMERICA

Fly America Requirements

A. *Definitions.* As used in this clause--
 "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Chapter 411.

- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Consultants, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Consultant, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that Consultant selects a carrier other than a U.S.-flag air carrier for international air transportation, Consultant shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*


(End of statement)

- E. Consultant shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6.13 SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use - Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Consultant or CITY.

Distracted Driving - Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

vehicle when on official business in connection with the work performed under this agreement.

6.14 ENERGY CONSERVATION

Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

SECTION I DEFINITIONS

The following definitions shall apply to this clause 6.15: Public Transit Disadvantaged Business Enterprise Program - Race- and Gender-Neutral Contract Clause:

Agency for the purpose of this contract means City of Phoenix.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: www.adot.dbesystem.com. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Commercially Useful Function means that a firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of the contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.


Compliance Specialist means a City employee responsible for compliance with this Contract Clause.

Contract is a written agreement between any of the following parties: Respondent and JV partner, sublessee, subcontractor, or a Goods and Services Provider.

Disadvantaged Business Enterprise (DBE) means a firm that has been granted DBE certification status by the Agency acting as a member of the Arizona Unified Certification Program pursuant to the criteria contained in 49 Code of Federal Regulations (CFR) Parts 23 and 26.

EOD means the City of Phoenix Equal Opportunity Department.

Goods and Services Providers are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. For purposes of this Contract Clause, one participant in the JV arrangement must be a certified DBE by an AZUCP member. The JV is limited in scope and duration to this Contract. The resources, asset and labor of the participants must be combined in an effort to accrue profit.

Offeror is an individual, partnership, JV, corporation or firm submitting a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative.

Outreach Efforts means the diligent and good-faith efforts demonstrated by an Offeror to solicit participation from interested and qualified DBEs and other Small Businesses. The Recommended Offeror shall: identify and document potential business opportunities for DBEs and other Small Businesses; describe what efforts were undertaken to solicit DBE and Small Business participation; disclose results of negotiations with DBEs and Small Businesses; communicate and record Recommended Offeror’s selection decisions relating to DBE and Small Business participants.

Race- and Gender-Neutral (RGN) Measures means effort(s) or program(s) that is, or can be, used to assist all Small Businesses, in the absence of a goal.

Recommended Offeror means an individual, corporation, firm or JV that has been selected by the Agency to perform services requested by a solicitation or procurement.

Small Business means, with respect to firms seeking to participate as DBEs in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern (SBC) as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which SBC firm does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b) and self-identified small businesses. “Small Business” and “Small Business Concern” are used interchangeably in this Contract Clause.

Subcontract means a contract at any tier below the prime contract, including purchase orders.

Subcontractor means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

SECTION II GENERAL REQUIREMENTS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by US DOT in 49 CFR Parts 23 and 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Recommended Offeror shall provide all relevant information to enable the required reporting.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

B. DBE Certification

Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency’s tracking and reporting obligations to US DOT. One source of DBE’s may be in the DBE Firm Directory, which is located at: <https://utracs.azdot.gov/>

C. DBE Participation

For this solicitation, the Agency has *not* established a race- or gender-*conscious* DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-*neutral* measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Offeror to voluntarily subcontract or joint venture with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Offeror might otherwise perform with its own forces. The Agency also encourages each Offeror to voluntarily utilize DBEs and Small Businesses as suppliers of Goods and Services.

D. Counting DBE Participation

The Agency will count DBE participation as authorized by federal regulations. A summary of these regulations can be found at www.phoenix.gov/eod.

E. Civil Rights Assurances

As a recipient of US DOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Recommended Offeror, and each Subcontract signed by the Recommended Offeror and a Subcontractor, must include the following assurance *verbatim*:

“The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 23 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate.”

Note: For purposes of the required Contract and Subcontract language above, the Recommended Offeror is the “Contractor.”

SECTION III SUBMITTAL REQUIREMENTS

The Agency has implemented small business outreach requirements for this Contract. Specifically, each Respondent shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

proposal.

A. DBE Documentation due with Offer at time of submittal

Form – EOD-1/Statement of Outreach Commitment

Each Offeror shall complete, sign, and submit with its Offer, **Form – EOD-1/Statement of Outreach Commitment**. **Failure to Submit Form** – completed and signed will be deemed nonresponsive. A nonresponsive Offer will be disqualified from further evaluation.

SECTION IV POST-AWARD SMALL BUSINESS OUTREACH REQUIREMENTS

A. Documentation due within 7 days following the posting of the Notice of Award Recommendation on the City’s website (by the Recommended Offeror)

Form – EOD-2/Small Business Outreach Efforts

The Recommended Offeror shall list in **Form – EOD-2/Small Business Outreach Efforts** all DBEs and other Small Businesses that responded to the Proposer’s outreach efforts.

The Recommended Offeror shall also provide the following information to document its outreach efforts:

Business Name and Contact Information (Column A)

List each Small Business’s full legal name and contact information, the number of its employees, and its estimated annual gross receipts.

Unless the Offeror is a JV, it cannot list itself as a Small Business on Form – EOD-2. If the Offeror is a JV, the name of the majority partner should be noted in the top left box as the Recommended Offeror and Small Business Partners be listed separately.

Business Status (Column B)

Indicate the type of business. Check all that apply.

Scope of Work Solicited (Column C)

Indicate all areas for which the Small Business was considered for participation in the proposal.

List the percentage of the overall Contract to be controlled by the Small Business.

Solicitation Method (Column D)

Indicate the solicitation method to which each Small Business responded.

Small Business Selection Decision (Column E)

Indicate the Recommended Offerors selection decision for each Small Business that responded to the outreach efforts.

If the Small Business was selected, list the total contract amount.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

If the Small Business was **NOT** selected, list the reason it was not selected.

Communication of Selection Decision (Column F)

List the date and method of communication used to notify each Small Business that responded to outreach efforts of the Recommended Offeror selection decision.

Form – EOD-2/Small Business Outreach Efforts - *SUPPORTING DOCUMENTATION*

Recommended Offeror shall submit all supporting documentation of its outreach efforts related to **Column D** and **Column F** of **Form – EOD-2/Small Business Outreach Efforts**.

Solicitation Method (Column D)

Recommended Offeror shall submit copies of the actual solicitations used to reach each Small Business listed. The solicitation may be in the form of an advertisement of the opportunities for Small Business participation or for an outreach event; written communication with small business advocacy groups; a business outreach event attendee list, an email, or attachment to email.

Communication of Selection Decision (Column F)

Recommended Offeror shall submit documentation that demonstrates how the Offeror communicated its selection decisions to each Small Business. This documentation may be in the form of an e-mail, a letter, or a telephone log.

For all of the above documentation, if Recommended Offeror uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax and all e-mail addresses or fax numbers to which the solicitation or selection decision was sent and the date and time of the transmission. For telephone contacts, Recommended Offeror shall provide a telephone log with the date and time of the call and the names of the respective persons representing the Offeror and the Small Business.


Form - EOD 3/Small Business Utilization Commitment

Recommended Offeror shall sign and submit **Form - EOD 3/Small Business Utilization Commitment**, which commits the Offeror to the Agency as follows:

1. The firms indicated as “selected” in **Form – EOD-2/Small Business Outreach Efforts** will participate in the Contract
2. The Offeror will comply with the Race- and Gender-Neutral post-award requirements as stated in Sections V and VI below;
3. Any and all changes or substitutions will be authorized by both the City of Phoenix Public Transit Department and the Compliance Specialist before implementation; and
4. The proposed total Small Business participation percentage is true and correct.

B. Failure To Meet Outreach Requirements

The Compliance Specialist will determine whether the Recommended Offeror has satisfied all outreach requirements. If the Compliance Specialist determines that the Recommended Offeror has failed to satisfy the outreach requirements as specified in this clause, then the Compliance Specialist may determine that the Recommended

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Offeror is not responsible as indicated per the clause. The Agency shall send a written notice to the Recommended Offeror stating the basis for the DBE Compliance Specialist's decision. Failure to submit the required forms and supporting documentation shall result in a non-responsible determination of the offeror and removal of the offeror from further consideration for award.

C. Administrative Reconsideration

If the Compliance Specialist determines that Offeror is non-responsible, the Agency will permit Offeror to request EOD to reconsider this determination. In its request for reconsideration, Offeror may *clarify* its DBE Documentation. The Offeror may *not* submit or refer to new or revised documents or information. EOD will only reconsider the original DBE Documentation as clarified in the request for reconsideration.

If Offeror requests EOD to reconsider the Compliance Specialist's determination, Offeror must provide written notice to the Agency and EOD within three (3) business days of the Agency's notice of disqualification to Offeror. The request for reconsideration should be addressed to:

City of Phoenix Equal Opportunity Department
Business Relations Division-Contract Compliance Section
200 West Washington Street, 15th Floor
Phoenix, AZ 85003

With a *copy* e-mailed to the Procurement Officer and the Compliance Specialist.

SECTION V POST-AWARD GENERAL REQUIREMENTS

A. Subcontracting Commitment

Promptly after Contract award, the Awarded Offeror shall submit to the Agency copies of all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between Awarded Offeror and any DBE or Small Businesses.

The Awarded Offeror shall not terminate any DBE or Small Business Subcontracts, and the Awarded Offeror shall not alter the scope of work or reduce the Subcontract amount, without notifying the Compliance Specialist. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the Compliance Specialist before any change is made. If the Awarded Offeror fails to do so, the Agency may declare the Awarded Offeror in breach of the Contract.

B. Post-Award Relief From DBE Requirements

After Contract award, the Agency will not grant relief from the proposed DBE or Small Business utilization except in extraordinary circumstances. The Awarded Offeror's request to modify DBE or Small Business participation must be in writing to the Compliance Specialist.

If an approved DBE allows its DBE status to expire or its DBE certification is removed during the course of the subcontract, the Agency will consider all work performed by the

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

DBE under the original contract to count as DBE participation. No increased scopes of work negotiated after expiration or revocation of the DBE's certification may be counted. Likewise, any work performed under a contract extension granted by the Agency may not be counted as DBE participation.

C. Substitutions

If a DBE was approved by the Agency, but the firm subsequently loses its DBE status before execution of a contract, the Awarded Offeror shall notify the Compliance Specialist in writing.

SECTION VI RECORDS & REPORTING REQUIREMENTS

A. Records

During performance of the Contract, the Awarded Offeror shall keep all records necessary to document DBE and Small Business participation. The Awarded Offeror shall provide the records to the Agency within 72 hours of the Agency's request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records include:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices;
5. Total operating expenses and total costs of goods sales; and
6. Copies of all payment documentation and Change Orders.

B. Reports

The Awarded Offeror shall track and report all DBE and/or small business participation that occurs as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation monthly in the internet based reporting program Business2Government (B2G) System at www.phoenix.diversitycompliance.com.

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Form – EOD-1

**STATEMENT OF OUTREACH COMMITMENT
(Due with Response at Time of Submittal)**

On behalf of the Offeror, I certify under penalty of perjury that the following information is true and correct.

If selected as the Recommended Offeror, the Recommended Offeror has committed that:

- 1) They have fulfilled all required small business outreach requirements and shall submit all required outreach efforts documentation for contracting opportunities within 7 days following contract award recommendation;
- 2) They have conducted all required small business/ disadvantage business outreach along with all required outreach efforts documentation; and
- 3) They will comply with the Race- and Gender-Neutral post-award requirements stated in the DBE Contract Clause.

Company Name: _____

Company Mailing Address: _____

Print Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Signature: _____

Date: _____



**SECTION VI -
FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

Form – EOD 2 / SMALL BUSINESS OUTREACH EFFORTS (Due within 7 days following Notice of Award Recommendation)

Recommended Offeror's Name:	Project Title/Project NO:	Task# (if applicable):
E-mail:	Phone #:	Point of Contact:

Recommended Offeror must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race- and Gender-Neutral Contract Clause. Detailed instructions for this form are included in Section IV of Contract Clause 6.15. Supporting documentation is required for columns D and F. The Recommended Offeror should make additional copies of this form as needed.

(A) Small Business Name and Contact Information	(B) Business Status	(C) Scope of Work Solicited	(D) Solicitation Method	(E) Small Business Selection Decision	(F) Communication of Selection Outcomes
Name: Address: City, State, Zip: _____ Number of Employees: _____ Phone Number: _____ E-Mail or Fax: _____ Range of Annual Gross Receipts: _____ Number of Years in Business: _____	<input type="checkbox"/> DBE <input type="checkbox"/> SBC - Small Business Concern <input type="checkbox"/> SBE - City of Phoenix Certified <input type="checkbox"/> Unknown	Scope: _____ Percentage of total contract value: _____ %	<input type="checkbox"/> Newspapers or Websites <input type="checkbox"/> Trade and/or Professional Listing <input type="checkbox"/> Business Outreach Events <input type="checkbox"/> E-mail blast <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Firm was not selected Contract amount: \$ _____ Explain why this firm was not selected as a proposed participant: _____ _____	Firms must be notified of final Selection outcome prior to the submittal of this form. Date of selection communication: _____ Methods of Communication <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Name:	<input type="checkbox"/> DBE <input type="checkbox"/> SBC - Small Business Concern <input type="checkbox"/> SBE - City of Phoenix Certified <input type="checkbox"/> Unknown	Scope: _____ Percentage of total contract value: _____ %	<input type="checkbox"/> Newspapers or Websites <input type="checkbox"/> Trade and/or Professional Listing <input type="checkbox"/> Business Outreach Events <input type="checkbox"/> E-mail blast <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Firm was not selected Contract amount: \$ _____ Explain why this firm was not selected as a proposed participant: _____ _____	Firms must be notified of final Selection outcome prior to the submittal of this form. Date of selection communication: _____ Methods of Communication <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person

	SECTION VI - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
---	--	---

Form – EOD-3
SMALL BUSINESS UTILIZATION COMMITMENT
(Due within 7 days following Notice of Award Recommendation)

On behalf of the Recommended Offeror, I certify under the penalty of perjury that the information submitted herein is true and correct:

- 1) The firms indicated as 'Selected' in **Form – EOD-2/Documentation of Outreach Efforts**, will participate in this contract;
- 2) The Recommended Offeror will comply with the Race- and Gender-Neutral post-award requirements as stated in the DBE contract clause;
- 3) I understand and agree that any and all changes or substitutions must be authorized by the Public Transit Department prior to implementation; and
- 4) The following statement is true and correct:

The proposed total participation of DBE, SBC and SBE firms on this contract will be:

DBE _____%

Small Business (SBC & SBE) _____%

Company Name: _____

Company Mailing Address: _____

Company Representative Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Signature: _____

Date: _____



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

7.1 **PRICE PROPOSAL**

The Price Proposal rates are all-inclusive to the Scope of Work, unless otherwise noted. Offerors shall complete the Excel File entitled RFP PTD17-010_Price Proposal.xls and the Price Proposal Narrative Word document. Offerors shall submit a printed copy of these as well as an electronic copy with their offer. The Price Proposal Excel file must be submitted *in Excel format*. Offerors shall only enter pricing and information as directed by the Price Proposal instructions; offerors shall make no other changes to the Price Proposal forms.

7.2 **PAYMENT TERMS**

Offeror offers a prompt payment discount of _____% _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your offer.

7.3 **FINANCIAL INFORMATION**

On separate pages, provide the following:

- Provide a minimum of two bank credit references. Include the bank officer's name, title, and current telephone number.
- Provide the Offeror's audited financial statements for the most recent three years.
- State whether any participant in the proposal has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

7.4 ADDENDA CERTIFICATION

The undersigned acknowledges receipt of the following addenda to RFP PTD17-010:

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the RFP. Include the acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

7.5 FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

- The Proposer certifies to the best of its knowledge and belief that it and its principals:
 1. $A = \pi r^2$ not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)


The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in [insert city and state]:

Company Name:

Authorized signature and Title

Date

	SECTION VII – SUBMITTALS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
--	---------------------------------	---

7.6 FEDERAL LOBBYING CERTIFICATION

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of Proposer's authorized official: _____

Title: _____

Authorized signature

Date

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

7.7 CONTRACT DISCLOSURE FORM

This form must be signed and submitted with your proposal and all questions must be answered or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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

2. Contract Information

Solicitation # or Name:

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

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

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

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

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



SECTION VII – SUBMITTALS

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242

7. Disclosure of conflict of interest:

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

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

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

or A.R.S. 38-501 et. seq.? (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov)

- I am not aware of any conflict(s) of interest under Section 38-501, et seq., of the City Code.
I am aware of the following potential or actual conflict(s) of interest:

Notice Regarding Prohibited Interest in Contracts

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

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

Acknowledgements

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

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

This no-contact provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in Section 43-34 & 43-36 of the City Code by respondents, or their agents, may lead to disqualification.



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy in Administrative Regulation 1.2, available on the City's Phoenix.gov website. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

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

OATH

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

PRINT NAME

TITLE

SIGNATURE

DATE

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

rev. 2/2017 (JMK)



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-7242**

7.8 OFFER

TO THE CITY OF PHOENIX:

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


Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

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

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

Signature *(must be authorized to bind Offeror)*

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

	SECTION VII – SUBMITTALS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003 Phone: (602) 262-7242
--	---------------------------------	---

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The CONSULTANT is now bound to provide the materials or services listed by the attached contract and based upon the Request for Proposals, including all terms, conditions, specifications, amendments, etc. and the CONSULTANT’s Offer as accepted by the City.

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

ATTEST:

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

City Clerk - PHOENIX

Alan Stephenson, Planning and
Development Director

APPROVED AS TO FORM:

Awarded this ___ day of _____, 2017.

Acting City Attorney - PHOENIX

APPROVED BY CITY COUNCIL ORDINANCE NO. _____ on _____