



**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)
#PT 09-014**

PROPERTY MANAGEMENT SERVICES

**PROPOSAL DUE DATE:
FRIDAY, JUNE 19, 2009, 2:00 P.M. LOCAL TIME
302 NORTH FIRST AVENUE, SUITE 900
PHOENIX, AZ 85003**

**PRE-PROPOSAL MEETING
TUESDAY, JUNE 2, 2009, 1:00 P.M. LOCAL TIME
302 NORTH FIRST AVENUE, ROOM 9A
PHOENIX, AZ 85003**

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SECTION I – INTRODUCTION

1.1 INTRODUCTION

City of Phoenix Public Transit Department invites proposals from qualified firms interested in providing property management services for the City, in accordance with the specifications and provisions contained herein. The term of the contract shall be for a two (2) year period commencing on or about September 1, 2009, with an option to extend three (3) additional years in one (1) year increments.

1.2 SCHEDULE OF EVENTS

This schedule of events outlines the tentative schedule of major activities of the RFP process. CITY reserves the right to amend this schedule if necessary.

Date	Event
May 19, 2009	Notice of RFP posted on CITY Internet site and mailed to prospective Proposers
June 2, 2009	Pre-proposal conference (1:00 p.m. local time)
June 9, 2009	Last date for submission of written inquiries (5:00 p.m. local time)
June 19, 2009	Proposal package submission deadline (2:00 p.m. local time)
July 20, 2009	Notice of Award Recommendation
September 1, 2009	Contract Start Date

1.3 PRE-PROPOSAL CONFERENCE

Proposers are strongly encouraged to attend the pre-proposal conference. Pre-proposal conference will be held on **Tuesday, June 2, 2009, at 1:00 p.m.** local time, in conference room 9A, at 302 North 1st Avenue, 9th Floor, Phoenix, Arizona 85003. Terms, conditions, and scope of work will be reviewed and discussed. Technical questions will not be addressed but will be answered in writing, in the form of an addendum, to all Proposers. A tour of the building will follow.

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1.4 DEFINITION OF KEY TERMS

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

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

May: Indicates something that is not mandatory but permissible.
The following definitions are special terms used in this RFP.

A.R.S. – Arizona Revised Statutes.

Agreement - The contract to be negotiated and entered into by City and the successful Proposer for the Work described in this RFP.

Authorized Signee -The person who is executing this contract for the Proposer and is authorized to bind the Proposer.

City or CITY- The City of Phoenix, a municipal corporation

Contract – The legal agreement executed between the City of Phoenix and the successful Proposer.

Contract Administrator – The City employee assigned to ensure compliance with the terms of the contract.

Contractor -The successful Proposer who is awarded the contract for providing the services described in this RFP.

FTA – Federal Transit Administration.

Performance - The ability of a Proposer to comply with the required Scope of Work and specifications and to function in a reliable and otherwise satisfactory manner under actual operating conditions; Also, the ability of a Proposer to comply, during the expected contract life, with all contractual terms and conditions specified in this RFP.

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)

Property Manager – The successful Proposer who is awarded the contract as a result of this solicitation.

Proposal - A written document submitted by a Proposer in response to the Request for Proposals.

Proposer – Any person or firm submitting a competitive proposal.

Public Transit Director - The person who has the capacity to execute the contract for the City and has complete and final authority except as limited herein.

Work/Service - Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by Contractor in accordance with achieving the specification or requirements for which City has contracted with Contractor as called for by the agreement and necessary to the completion thereof.

Working Days - Normal business days of City offices, unless otherwise specifically noted.

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SECTION II – WORK SCOPE

2.1 BACKGROUND

The City of Phoenix Public Transit Department (CITY) is seeking a qualified firm who can provide property management services for a City-owned ten (10) story office building located at 302 North First Avenue, Phoenix, Arizona 85003. The current contract with CB Richard Ellis expires August 31, 2009. During the transition period, it is extremely important that the selected firm has the capability of completing a smooth transition that will not affect the operations of the building or disturb existing tenants.

Building Specifications:

10 stories (9 floors occupied, 10th floor is mechanical)
107,318 square foot office building
30,100 square foot lot

Full service building with a current occupancy rate of 100%
Approximately 400 people work in the building

Parking Garage

Sub terrain parking garage – 6 floors, 313 spaces
174 spaces occupied by tenants
139 spaces available for hourly public parking

Property owned by City of Phoenix
Currently five (5) tenants occupy the building
Rents are collected monthly

Floor Distribution:

1 st Floor	Maricopa Association of Governments; Ethos
2 nd Floor	Maricopa Association of Governments
3 rd Floor	Maricopa Association of Governments
4 th Floor	City of Phoenix – Public Transit Department; Veolia Transportation
5 th Floor	City of Phoenix – Public Transit Department; Veolia Transportation; Metro Light Rail
6 th Floor	Regional Public Transportation Authority
7 th Floor	Regional Public Transportation Authority
8 th Floor	City of Phoenix – Public Transit Department
9 th Floor	City of Phoenix – Public Transit Department

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2.2 OVERVIEW

A general overview of the services to be provided by the Property Manager is outlined below. While this is not all inclusive, it should serve to provide a basic understanding of the extent of the services requested. This outline should also serve to provide a basis for fee structure and pricing. This RFP is for property management services and does not include any construction management or marketing/leasing services.

2.2.1 Property Management Services

- Building operations
- Preventive maintenance
- Vendor and contract management
- Facilities related purchasing
- Safety, emergency preparedness, and disaster recovery plans / support
- Inspections / regulatory compliance / environmental assessments
- Energy management / utilities

2.2.2 Lease Administration

- Financial administration and tenant relations

2.2.3 Financial and Accounting

- Accounting
- Cost management and budgeting (operating and capital)

2.2.4 Comprehensive Operational Reporting

- Monthly report submittals to include at a minimum:
 - a. Rent receipts
 - b. Expenses

2.3 GENERAL SCOPE OF SERVICES

2.3.1 Parking Management - Property Manager shall be responsible for operating and maintaining the parking facilities located on the property. If the Property Manager chooses to sub-contract the parking management, the Property Manager shall ultimately remain responsible for the management of the parking garage. The building has a sub terrain parking garage consisting of six (6) levels, 313 spaces of which 174 spaces are occupied by tenants and 139 spaces are available for hourly public parking. With the CITY's approval, property management firm sets policies, procedures, and rates for the garage.

2.3.2 Building Management - The building is owned by the CITY. Currently there are five (5) tenants. Rent is collected by the Property Manager on a monthly basis from the tenants and deposited into CITY accounts.

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2.3.3 Record Keeping - Property Manager shall maintain accurate books of account and records of transactions relating to the property as are customarily maintained by managers of similar properties and as may be reasonably required by the CITY. CITY reserves the right to inspect or audit any records at any time with or without notice.

2.3.4 Reports - Property Manager shall provide to the CITY the following reports, records and documents relating to the Property:

<u>NAME</u>	<u>FREQUENCY</u>
Financial Report	Monthly
Preventive Maintenance Matrix	Monthly
Vendor Schedule	Quarterly
Building Inspection Report	Quarterly
Facilities Maintenance Plan	Annually
Facilities Emergency Plan	Annually

Additional reports may be requested by the CITY

2.3.5 Budget – Property Manager shall prepare, and have approved by the CITY, an annual budget. Unless otherwise authorized, Property Manager shall conduct its responsibilities within the approved budget.

2.3.6 Collection and Deposit of Funds – Property Manager shall take all action reasonably required to collect rents, utility payments and other funds payable under tenants leases on their respective due dates.

2.3.7 Lease Enforcement – Property Manager shall, with CITY's written approval, terminate tenancies by signing and serving such notices and taking such actions as are deemed appropriate and necessary.

2.3.8 Repairs and Maintenance – Property Manager shall arrange for and supervise all repairs, replacements, alterations, additions, improvements and maintenance that are included in the approved budget.

2.3.9 Competitive Bids – Except for vendors with a current service contract, Property Manager shall obtain at least three (3) quotations from qualified suppliers and/or contractors for services up to \$5,000. Any services exceeding \$5,000 will be made in compliance with CITY rules and regulations.

2.3.10 Customary Services – Property Manager shall provide, by contract or otherwise, all customary services including but not limited to, parking management, janitorial services, landscaping services, security services, elevator maintenance and repairs, window washing, pest control, air conditioning maintenance, emergency generator maintenance etc.

2.3.11 Governmental Requirements – Property Manager shall notify the CITY of any notices from governmental agencies within twenty-four (24) hours of receipt.

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2.4 CONTRACTOR EMPLOYEES

2.4.1 Contractor Employees

Property Manager shall employ, or cause an entity under its control to employ, such staff as necessary to fulfill its duties. Property Management firm shall provide project management through a Manager assigned to the 302 Building at a level and capability sufficient to oversee its functions and employees.

- a. The principal function of the Manager assigned to this property will be to oversee employees of the Property Management firm and vendors; and to monitor operational activities associated with this Scope of Work.
- b. The Manager assigned to this property will work cooperatively with the CITY in matters of assuring service quality, providing operational data, responding to comments from tenants and responding to specific requests for other assistance as the need arises.
- c. CITY reserves the right to review the qualifications of the Property Manager assigned to this building, and may request the removal of the Property Manager at its discretion at any time during the duration of the contract.
- d. Should the Property Manager be unavailable to perform his/her duties, the Property Management firm will appoint a staff member temporarily to serve in his/her place. Property Manager will notify the Facilities Division Management Assistant whenever such substitution will occur, prior to the event. If the Property Manager will be unavailable for more than two (2) weeks, Property Management firm will be required to provide a qualified Property Manager as a substitute, subject to CITY approval.
- e. Property Management firm will assure the CITY that the Property Manager assigned to this building will not be replaced without ninety (90) calendar day advance written notice to the CITY, unless the departing employee does not provide the Property Management firm with such notice or the employee is removed for cause. Moreover, CITY expects that any Property Manager assigned will remain in his/her position for at least one (1) year from the contract start date, subject to CITY approval.

2.4.1 Office – Property Manager shall maintain an office in the Phoenix metropolitan area.

2.4.2 Meetings – Property Manager or his/her designee will serve as the CITY's representative and will attend all tenant meetings, monthly contractor meetings, and other meetings at CITY's request.

2.4.3 Employees of Prior Contractor – Property Management firm will be required to afford a priority in hiring to specific existing employees of the prior CITY Property Management firm to include the security provider, building engineer, assistant building engineer, and day porter.

- a. The priority in hiring shall not require the hiring of any existing employees if the Property Management firm determines that the employee is not qualified for the position (under the terms of the Contract or under the Property Management firm's employment standards and personnel policies), or the Property Management firm determines that the employee should not be hired because of unsatisfactory past employment history. The priority in hiring shall not extend to any individual who was dismissed from his or her employment for cause, and shall not extend to key

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management staff of the prior management firm.

2.4.4 Background Checks – Property Management firm shall provide security background checks for all of its employees, all employees of its subcontractors, vendors and suppliers, and any other contractor staff that will require access to the 302 Building. The security background checks are mandatory for all employees of the Property Management firm who will be working under this Contract with access to the 302 Building. The security background checks shall be performed by an authorized firm, subject to approval by the CITY. All security background checks shall be paid for by the Property Management firm. The security background check shall include, at a minimum, the following security checks:

- P.A.C.E Check
- INS/ICE Check (Only conducted if an INS Number is provided)
- Social Security Number Verification Check (MVD Database used if License Number is the same as Social Security Number)
- ACIC Check
- NCIC Check
- Triple I (III) – Only occurs when ACIC or NCIC displays a warrant
- Maricopa County Search
- Arizona Supreme Court Search
 - State Check
 - Courts (Maricopa County)
 - City Check

CITY may, at any time, in its sole discretion, refuse to allow an employee access to the 302 Building for any of the following reasons, but not limited to:

- Conviction of felony
- Conviction of a misdemeanor (not including traffic or parking violation)
- Outstanding warrants (including traffic and parking violations)
- Currently on parole or probation
- Currently involved in an investigation

In addition, the Property Management firm must submit completed City of Phoenix Badge Access Forms. After the Property Management firm has completed the required background checks, access badges will be issued to Property Management employees. Each individual who accesses the 302 Building must use this badge for entry. This is mandatory. Any new employees assigned to this Contract must follow the above procedures. Addition(s) and deletion(s) of employees must be submitted in writing to the CITY's security liaison.

2.4.5 Employee Parking – All Property Management employees, all employees of its subcontractors, vendors and any other contractor staff that require access to the 302 Building to perform duties related to this Contract will be responsible for paying the set parking fee to park in the 302 Building garage. Monthly parking fees will be at the same rate as CITY employees. Hourly fees will be at the listed hourly rate.

2.5 INTERIOR CLEANING REQUIREMENTS

2.5.1 General Cleaning Services – Cleaning services will be provided to ensure that a clean and pleasant appearance is consistently maintained at all times. The services provided

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are expected to meet high standards. Daily services will concentrate on customer service and high traffic areas to remove any soiling, dust, or stain from floors and work surfaces. Regular attention will be given to areas and surfaces that experience an accumulation of dust, soiling, or stains over a period of time. Restrooms will be maintained clean, sanitary and odor-free and supplies restocked as required during business hours. Building entries will be given special attention each day to remove litter, clean entry mats, polish glass and metal as necessary.

- 2.5.2 Carpet Cleaning** – Vacuuming and spot cleaning are a part of the daily cleaning services. The carpet will be raked once a week with a carpet rake. Lobby areas and corridors shall be shampooed monthly. Periodically, the carpets will be cleaned to preserve the carpet's appearance and to extend its useful life.
- 2.5.3 Window Washing** – Interior windows and glass at building entrances will be spot cleaned daily by the cleaning service. Windows on floors 1 and 2 will be washed, to include outside and inside, once a month. Periodically, exterior windows will be washed. Frequency will be quarterly. Property Manager will notify CITY's contract manager when quarterly window cleaning is completed and contract manager will inspect for thorough cleaning.
- 2.5.6 Drapery, Window Blinds & Furniture Cleaning** – Draperies, window blinds and furniture will be cleaned or dusted periodically by the cleaning service.
- 2.5.7 Trash Removal** – Trash removal from all spaces shall be performed by the cleaning service. Trash shall be removed from all spaces on a daily basis. Trash shall be removed during business hours from locked offices. The cleaning service will store all trash neatly in the designated area or dumpster and ensure that containers or rooms are closed and secure.
- 2.5.8 Recycling Programs** – Property Manager shall implement and maintain recycling programs for the entire building, to include receptacles in all offices provided to all tenants, as directed by the City of Phoenix Public Works Department Recycling Program.
- 2.5.9 Interior Plants** – At the direction of the CITY, interior plants and maintenance services will be provided by the Property Manager to ensure an attractive appearance in the lobbies and common areas of the building when appropriate to the building's design.
- 2.5.10 Pest Control** – Preventive pest control service will be provided by the Property Manager to maintain a pest free environment.

2.6 LANDSCAPING

- 2.6.1 Landscaping** – Landscaping service will be provided as required. All trees and shrubs will be pruned as necessary to promote healthy growth and to maintain appropriate appearance.
- 2.6.2 Irrigation Systems** – Existing irrigation systems will be maintained to provide proper operation.

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2.7 SIGNAGE

2.7.1 Exterior Signs – Exterior signs shall be properly maintained, including the replacement of lamps, as necessary. Directional signs will be provided as necessary to ensure proper traffic flow and will be cleaned annually and maintained free of damage.

2.7.2 Interior Signage — Property Manager will provide and maintain professional quality signage in all areas of the building. Such signage will include, but not limited to, inside elevator signage of tenant locations, emergency evacuation signs at each elevator, main lobby information board. Common area directional signage and directories will be consistently maintained and updated as required by relocations within the building. Notification and signs that are required to comply with governmental rules and regulations will be maintained consistently in the building.

2.8 ELECTRICAL AND HVAC

2.8.1 Electrical Systems – Electrical systems shall be inspected annually to ensure their safety and reliability. A comprehensive preventative maintenance program shall be established for all electrical system components. Where auxiliary power systems (APS), un-interruptible power systems (UPS), power conditioners and other specialized electrical systems exist, special operations and maintenance programs will be established to maximize their reliability.

- a. **Exterior Lighting** – Proper exterior lighting is essential to the safety of our tenants and employees. Replacement of exterior lighting will be considered a priority and burned out bulbs will be replaced within twelve (12) hours. Exterior lighting will be regulated by a time clock or photocell to ensure operating efficiency.
- b. **Interior Lighting** – Lamps and ballasts in interior lighting fixtures, including task lighting, will be replaced within two business days where one fixture is inoperable. If two or more adjacent lighting fixtures are inoperable, the request will be handled as a priority and responded to within twelve (12) hours. Lighting diffusers and lens will be cleaned during re-lamping.

2.8.2 Heating, Ventilation & Air Conditioning – The HVAC systems will be operated and maintained to ensure that the appropriate seasonal temperature range and air quality is provided in all areas. System operating hours shall be established to optimize cost effectiveness and comfort. Preventive maintenance will be performed to maximize the operating efficiency and life expectancy of all mechanical systems. A comprehensive preventive maintenance program shall be established for all mechanical system components.

- **After Hours HVAC & Lighting** – After hours heating, air conditioning and lighting will be provided to areas so designated.

2.8.3 Energy Management Program – Property Manager will provide an energy management program including ongoing audits. The energy demand and consumption will be routinely monitored to identify opportunities to reduce energy use and cost. Whenever the ongoing audit reveals an abnormal demand or consumption, the building systems and controls will be inspected to establish corrective action.

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2.9 ELEVATORS

Elevators shall be maintained and adjusted regularly by qualified technicians to ensure their safety, reliability, operating efficiency and longevity. An independent elevator consultant shall inspect all elevator systems to verify appropriate preventive maintenance and proper adjustments are being performed on the elevator systems in accordance with building codes.

2.10 PLUMBING SYSTEMS

All water and natural gas piping, sanitary sewers, rain leaders, water coolers, water heaters, water closets, lavatories and other plumbing fixtures will be maintained to ensure proper operation and a leak free condition. Fixtures will be inspected quarterly, seals and washers replaced as necessary to prevent drips and minor leaks. A comprehensive preventive maintenance program shall be established for all plumbing system components.

2.11 BUILDING SAFETY AND SECURITY REQUIREMENTS

2.11.1 Specialty Fire Suppression Systems –Where halon and other specialized fire protection systems exist, special operating and maintenance procedures shall be established to ensure their safety and reliability.

2.11.2 Fire Sprinklers & Fire Extinguishers – Fire Sprinkler Systems shall be inspected and pumps test operated at least annually or in accordance with local codes to ensure their reliability. Fire Extinguishers will be inspected annually and recharged as necessary. Fire hoses shall be inspected annually and replaced as needed or every five (5) years.

2.11.3 Fire Drills/Life Safety Programs – Property Manager will coordinate and schedule semi-annual fire drills and meet with volunteer “fire wardens” for all tenants. Property Manager will provide assistance in organizing and coordinating life safety programs.

2.11.4 Fire Alarm Systems Maintenance – All fire alarm systems and components, including panels, enunciators, smoke and heat detectors will be inspected and tested semi-annually. A comprehensive preventative maintenance program shall be established for all fire alarm system components.

2.11.5 Building Security/Guard Services – Property Manager will manage security guard services as directed by the CITY. Security guard services shall include an individual stationed at the main lobby desk to monitor surveillance cameras between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. Property Manager shall put in place a visitor check in policy.

2.11.6 Environmental Assessment & Testing – CITY is committed to maintaining a safe, healthy and hazard free environment for its employees and tenants. Property Manager should identify any suspected environmental concerns. A specialist will be utilized when necessary for testing, evaluation, and corrective action. Property Manager will communicate as appropriate with CITY management regarding the results of any testing or environmental assessments.

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2.12 EXTERIOR BUILDING REPAIRS

2.12.1 Roof Inspection/Repairs – The roof will be inspected during the annual building inspection to determine any preventive maintenance requirements. A roofing consultant may perform this inspection. Debris shall be removed from roof drains and gutters as required. If occasional leaks occur, a roofing contractor will be dispatched to inspect and repair the roof during the leak occurrence. If a roof leak requires more than two repairs, a roofing consultant will inspect the roof to make recommendations for its repair or replacement. A comprehensive preventive maintenance program shall be established for all roofs.

2.12.2 Building Repairs – Property Manager will work with both CITY and Non-City suppliers to maintain and repair the existing building structure and components. This service will include electrical outlets, cabinets, shelves, locksmith services, etc., as required.

2.13 PAINTING

2.13.1 Exterior Painting – The building exterior facade will be maintained in a clean and attractive appearance. Painted surfaces will be repainted on a pre-scheduled and regular basis maintaining a clean, uniform surface free of peeling and stains.

2.13.2 Interior Painting/Wall covering – Routine janitorial service will clean soiling from interior painted surfaces or wall covering to provide a clean and stain free appearance. Interior painting/wall covering will be completed during the normal renovation cycle of the building. Entries and heavy traffic areas may require interim painting to maintain a clean and unstained appearance which will be determined during building inspections.

2.14 HARDWARE AND LOCK SYSTEMS

Property Manager will provide, in a timely manner, repair service for damaged locks and provide replacement keys for areas not covered by the CITY locksmith. Any lock requiring replacement, not on the City lock system, must be placed on the City master key system.

2.15 UTILITIES

Property Manager shall manage utility services (electricity, gas, water, and sewer) and the payment of utility invoices.

2.16 BUILDING INSPECTION

2.16.1 Annual Building Inspection (Condition Assessment) – Property Manager will conduct an annual detailed inspection of the building. This inspection will review the overall quality for each service provided to the facility, evaluate the operating procedures, and identify capital improvements necessary to maintain and enhance the building's appearance, function and operating efficiency. This inspection will be the basis for establishing any changes in service levels, operating budgets and capital expenditures for the following year. Operating and service deficiencies will be corrected in a timely manner. These inspections will be reviewed by the CITY to ensure that customer service expectations are being met or exceeded. **THE PROPERTY MANAGEMENT FIRM IS RESPONSIBLE TO ENSURE 100% CODE COMPLIANCE FOR THIS BUILDING IS MET.**

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2.16.2 ADA Inspections – As a part of the annual inspection, a review of the buildings compliance with the Americans with Disabilities Act (ADA) shall be performed. Inspections should identify barriers and plan their removal. Establish an annual capital expenditure budget specifically for ADA improvements and barriers.

2.17 CUSTOMER/TENANT RELATIONS

Customer Satisfaction Survey – Property Manager will regularly contact building tenants to ensure their satisfaction with services being provided. At least annually, the Property Manager will coordinate a customer satisfaction survey, to determine and quantify the level of service being provided to tenants for the purpose of benchmarking and continuous service improvement.

2.18 LEASE ADMINISTRATION

The Property Manager will provide complete lease administration services, including: a database of all specific lease information; all rental collection responsibilities; payment of common area maintenance charges, real estate taxes and service expenses associated with the maintenance of subleased tenant spaces; and the necessary software to effectively control all aspects of lease administration responsibilities and associated reporting.

Property Manager will inspect leased premises in the building to identify items requiring maintenance and supervise the building operation according to the CITY's objectives. Where required, the Property Manager will act as a liaison between the CITY and the tenants, providing services such as signage, monitoring the distribution of keys, and monitoring parking rules and regulations. Property Manager will negotiate charges for services not covered in the lease with the tenant in an equitable and cost effective manner.

2.19 RENOVATION/REFURBISHMENT

2.19.1 Renovation/Refurbishment - Property Manager will evaluate the need for renovation, refurbishment and equipment upgrades / replacements during the annual building inspection and budget as necessary in the following year.

2.19.2 Major Renovations/Additions/Expansions - CITY will coordinate any project that requires structural modification, additions, interior additions or modifications. These projects will be reviewed and approved by the CITY and included in the annual capital budget, where possible.

2.20 TAXES

Property Manager is responsible for payment and collection of any taxes or special assessments for the building including Government Lease Excise Tax and the Enhanced Services Municipal District and reflecting these correctly in the reconciliation and CAM charges.

2.21 ENVIRONMENTAL PREFERRED PRODUCTS

The CITY has adopted a pollution prevention (P2) policy to provide sound environmental stewardship, protect human health, reduce operating expenses associated with the use of hazardous materials, and reduce potential liability to the CITY. The policy reflects the CITY's environmentally preferable purchasing (EPP) initiative. "Environmentally preferred" means products or services that have a lesser or reduces effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product, as well as special funding requirements, and disposal costs.

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The products that are selected for use in this Contract should avoid physical and health hazards. Contractors are encouraged to use the chemical product material safety data sheets (MSDS) provided by manufacturers to make this determination. Acceptable products shall adhere to the following criteria and apply to all chemicals used for this contract:

- Chemical constituents not listed as SARA Title III, Section 313 chemicals
- Chemicals with less than 0.5 percent phosphorous-containing constituents
- Corrosivity (pH) greater than 2 and less than 12.5
- Flashpoint greater than 150 degrees F
- No carcinogenic, mutagenic, or teratogenic constituents
- Volatile Organic Compounds (VOCs) – All products shall meet the applicable National Volatile Organic Compound Emission Standards for Consumer Products as defined in the Code of Standards for Consumer Products as defined in the Code of Federal Regulations, 40 CFR Part 59, Subpart C, and Sections 201-214.

CITY maintains the right to request that the Contractor supply certification of compliance from the manufacturer information on the amount of VOCs contained in a product can be obtained from the product manufacturer and, in some cases, may be found under “Physical/Chemical Characteristics” (typically Section III) of the MSDS.

All products must be delivered in a non-aerosol formulation such as ready-to-use pump action sprays, air-charged refillable containers, or concentrates that can be dispensed into spray bottles for use. Aerosol sprays typically emit more VOC’s and contribute to ozone air pollution.

2.22 HAZARDOUS MATERIALS REQUIREMENTS - MSDS

Contractor shall provide a copy of the current Material Safety Data Sheet (MSDS) for the product(s) offered. The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. Contractor shall provide required safety and health training for CITY employees on each product offered and for proper product use, storage, and disposal, when requested by the CITY. Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the CITY. The cost for any requested training and disposal of used containers shall be included in the proposal price for the product. Contractor shall also accept returned product that was purchased as a result of this RFP and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned at least forty-five (45) calendar days prior to any shelf-life expiration date noted on the product container(s).

All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers.

CITY reserves the right to purchase the product that in the CITY’s opinion is the least hazardous material suitable for use in the CITY’s operations, price notwithstanding.

2.23 OSHA LAWS AND REGULATIONS

- A. Emergency Spill Response Plan:
Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for

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directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following minimum information:

1. Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
2. Notification procedures.
3. Response coordination procedures between Contractor and the City of Phoenix.
4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
5. Provide a description of the training provided to the Contractor's employees.

- B. Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the CITY's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:
1. Have a designated storage site for hazardous material, which includes secondary containment.
 2. Provide signage approved by the CITY's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
 3. All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

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

OSHA Guideline Compliance

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

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6. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.
 7. MSDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) Material Safety Data Sheets (MSDS) for all materials being used on Site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the MSDS notebook shall also be provided to the CITY. New products must be approved for use by the CITY by providing a copy of the product's MSDS for review and approval.
- D Non Hazardous Materials Labeling Specifications
Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the CITY's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the Site. Any containers that are filled from larger containers must also be labeled.
- E Offsite Storage of Hazardous Materials
CITY encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.
- F Hazardous Materials Management Program Documentation
Contractor shall make all required documentation available immediately upon request of the CITY's environmental representative. Contractor shall also provide the CITY's environmental representative with copies of all permits obtained from environmental regulatory agencies.
- G Contractor Training Requirements
Contractor shall provide requested copies of the company's written Hazardous Communications Program to the CITY that satisfies requirements listed under sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communications.
- H Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

2.24 AUTHORIZED PESTICIDES

Pest control shall be managed through prevention; physical and mechanical methods, and with pesticides only when necessary. Contractors will use the least toxic pest control substance required to be effective.

Contractor shall submit for approval a list of chemical pesticides the Contractor will be applying by trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.) and label signal word (i.e. caution, warning, or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the CITY for use prior during the term. Pesticides must be EPA-registered (or exempt from

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registration under section 25b of FIFRA) at the time of submittal. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application.

2.25 EMPLOYEE IDENTIFICATION AND FACILITY ACCESS

All employees are to be in clean, neat uniforms that bear the employee name, company name and an identification badge with name, picture, and company name. Contractor identification badges shall be issued by the CITY. Access to each facility shall be as directed by the CITY. Only authorized Contractor employees are allowed on the premises of CITY facilities. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee. Contractor employees shall check in and out with the security guard at the passenger and operating facilities, if applicable.

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SECTION III – SPECIAL TERMS AND CONDITIONS

3.1 METHOD OF PAYMENT AND INVOICING

CITY will compensate the Contractor for satisfactory and complete performance of work under the contract at the price set forth in the contract.

Contractor shall be paid on a monthly basis in arrears. Contractor shall submit one (1) invoice to the CITY for work performed during the previous month. Invoice must contain the date, contract/RFP number, 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.

Invoices for reimbursement of CITY approved materials and supplies purchased by the Contractor must include the material supplier's original invoice or cash register receipt. The Contractor must submit three (3) cost estimates for supplies and material over \$500. Contractor shall not "split" the purchase of parts in order to stay under the \$500 limit.

In accordance with 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. Invoice must include all of the information listed above.

Monthly invoice shall be sent to:

City of Phoenix Public Transit Department
Attn: Kim Applewhite, Management Assistant II
302 North First Avenue, Suite 900
Phoenix, Arizona 85003

3.2 PRICE

Contractor shall be paid a firm fixed flat rate property management fee to perform all the services outlined in this RFP for the length of the contract. Contractor will be reimbursed for CITY approved costs and/or expenses incurred while performing the services specified in this RFP. The reimbursable costs and expenses shall not exceed the usual and customary charges for such services imposed by property management agents managing similar properties in the same geographical area. Sample statement of operating expense schedule will be distributed at the pre-proposal conference.

3.3 ADDITION OR DELETION OF SERVICES

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

All such changes, which are mutually agreed upon by and between parties, shall be incorporated in written amendments to the contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in the scope.

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3.4 UNSATISFACTORY PERFORMANCE

The CITY shall decide all questions as to the quality and acceptability of any work performed under the contract as monitored and documented in the Contract Oversight Plan. A sample of the plan is provided as Attachment A. If, in the opinion of the CITY, performance becomes unsatisfactory, CITY shall notify Contractor. Contractor shall have a reasonable amount of time to cure the unsatisfactory performance.

In the event the unsatisfactory performance is not corrected within the time specified, CITY shall have the immediate right to complete the work to its satisfaction and deduct the cost to cover from any balances due or to become due to the Contractor in the form of liquidated damages. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

3.5 PRE-COMMENCEMENT MEETING

The Contractor shall be required to attend a pre-commencement meeting with the CITY no less than three (3) weeks prior to the contract start date.

3.6 INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the CITY and its officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the CITY, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the CITY.

3.7 INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein 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 contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional

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insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall 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 |
- a. Policy shall be endorsed to include master key coverage.
- b. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Fidelity Bond or Crime Insurance

Bond or Policy Limit	\$_____
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- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the CITY, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to: **Kimberly Hayden, City of Phoenix Public Transit Department, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003.**

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

E. **VERIFICATION OF COVERAGE:** Contractor shall 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 shall be sent directly to: **Kimberly Hayden, City of Phoenix Public Transit Department, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003.** The CITY project/contract number and project description shall 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**

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TO THE CITY'S RISK MANAGEMENT DIVISION.

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

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

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SECTION IV – INSTRUCTIONS TO PROPOSERS

4.1 INQUIRIES

Proposers are encouraged to send questions to the CITY immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered, and that adequate time is available to prepare a comprehensive and complete response.

Any questions that arise relating to this RFP shall be directed, in writing, to:

City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 800
Phoenix, AZ 85003
Attn: Kimberly Hayden, Contracts Specialist
Fax 602-495-2002
kimberly.hayden@phoenix.gov

To be considered, inquiries must be in writing and received at the above address by 5:00 p.m. local time, June 9, 2009. Inquiries may be mailed, e-mailed or faxed.

All correspondence, communication, and/or contact concerning any aspect of this RFP or offers shall be with the Contracts Specialist or authorized delegate. Proposers and their representatives shall not make any contact with members of CITY staff from the date of distribution of this RFP until after the closing date and time for submission of proposals. Non-compliance with this requirement may result in disqualification and rejection of your proposal.

Any changes to the RFP resulting from inquiries will be in the form of a written addendum, which will be furnished to all Proposers. Only written responses provided in the addendum shall be official and binding.

4.2 PROPOSAL SUBMITTAL INSTRUCTIONS

4.2.1 Due Date and Address

Proposals must be received by 2:00 p.m. (local time) on Friday, June 19, 2009. Proposers mailing their submittal must allow sufficient mail delivery time to ensure receipt of submittal by the time and date specified. Late proposals will not be considered and will be returned unopened to Proposer. CITY, or any official or employee thereof, will not be responsible for proposals that are not properly addressed and identified.

Proposal package must be sealed and clearly marked with Proposer's name, RFP number and title, and the words "PROPOSAL SUBMITTAL" on the outside of the envelope.

Proposal package must be delivered or sent by mail to:

City of Phoenix Public Transit Department
302 North 1st Avenue, Suite 900
Phoenix, AZ 85003
Attn: Kimberly Hayden

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4.2.2 Number of Submittals

Proposer shall submit ONE (1) original and FOUR (4) copies, both in hard copy form (paper) and ONE (1) compact disc (CD). The submitted CD shall be identical to one another and shall contain electronic file copies of all proposal text, spreadsheets, and diagrams included in the hard copy technical and price proposal packages. Electronic copies shall be presented in the latest release of Microsoft Word and Microsoft Excel applications.

4.2.3 Content

Each submittal package shall contain:

- Technical Proposal
- Price Proposal
- All forms in Section VII of this RFP
- Statement of ability to obtain the levels of insurance required (refer to Paragraphs 3.7)

4.3 PROPOSER RESPONSIBILITY

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that Proposer is capable of performing quality work to achieve the objectives of the CITY. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent contract. It is Proposer's responsibility to consider applicable laws that may affect cost, progress, performance, or furnishing the work.

CITY will hold Proposer accountable for every item within the RFP and resultant contract. Only those firms that seek and accept a demanding level of accountability need to submit a response to this RFP.

4.4 PROPOSAL GUIDELINES

The following guidelines provided are to ensure the equitable evaluation of competitive sealed proposals. Proposals should be prepared as closely as possible in accordance with the instructions outlined in this section.

Proposer shall define the capability of his/her organization to meet the intended objectives of this RFP. Response shall be specific and complete in every detail, prepared in a simple straightforward manner with concise information of your firm's capabilities to provide the service satisfactorily. Emphasis should be placed on completeness and clarity of content.

Written proposal shall be signed by an individual authorized to bind the Proposer and shall contain a statement to the effect that Proposer will enter into contract negotiations with the CITY, in good faith, if CITY so desires. Proposal shall provide name, title, address, e-mail address, and telephone number of individuals with authority to bind the company contractually and who may be contacted during the period of the contract. Certification Form (Section VII, Paragraph 7.2) shall be completed and submitted with the proposal.

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4.5 PROPOSAL FORMAT

The CITY seeks a proposal that provides the best solution for the procurement yet allows the Proposer to provide a cost effective solution. The proposal shall be a detailed description of the proposed method of satisfying the requirements of the Contract, the management approach for completing the work, and the Proposer's capabilities. It shall incorporate, in a section-by-section basis, sufficient information to permit a thorough understanding of the proposed solution, and enable the CITY to arrive at a sound determination as to whether or not the proposal will meet the requirements, without the need for any additional information or discussion.

Proposal should be typewritten, for ease of evaluation, and contained in a folder or loose-leaf three-ring binder. Double sided copying of pages is encouraged. Proposal shall be organized in a tabular format, divided by sections, and as a minimum, contain the information listed below.

Tab 1- Introduction

- A letter of introduction identifying the Proposer, including name, title, address, telephone number and e-mail address, and signed by a representative authorized to bind the Proposer to the terms of the proposal.
- A statement indicating the number of days from the date of submittal for which the proposal is valid (minimum acceptable validity is one hundred and eighty (180) days).
- Management summary providing an overview of the proposal.

Tab 2 -Qualifications and Experience of the Firm

- Detail the firm's experience in handling similar size contracts. Proposer shall list, as a minimum, three (3) firms for which the Proposer is currently furnishing similar services. Provide company name, contact, address and current phone number.
- Provide a brief description of the firm's history.
- State the firm's present workload capacity and the firm's ability to begin work on the CITY's property.
- Provide transition process and schedule that would be implemented for the property. Indicate a realistic time frame to assume total responsibility for the management of the building.
- Provide maintenance plan.
- Describe financial capacity to perform the required services, strength and stability of the firm. Provide most recent audited financial statement reflecting firm's current financial condition.
- State professional certifications or licenses as required by this RFP.

Tab 3 -Staff and Support Services

- Identify proposed key staff and submit resumes detailing their qualifications and experience. Include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar scope.
- Provide a recruitment/replacement plan to interview current staff.

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- Describe adequacy of labor commitment.
- Provide back-up plan for vacancies or prolonged absentees for the Project Manager, Security, Building Engineer, etc.
- Describe employee training and incentive programs. Give history of employee stability.

Tab 4 -Tracking and Reporting Capabilities

- Describe Proposer's ability to generate reports and the nature of those reports. Ability and willingness to work with City staff and develop meaningful reports that shall be periodically submitted to the City.
- Provide a sample reporting package.
- Provide information on the Proposer's accounting system and where the accounting services will be performed.
- Describe Proposer's database capabilities for tracking maintenance work.

Tab 5 -Monthly Property Management Fee

- Fee Schedule (Section 7.1)

Tab 6 –Forms

- Certification Form (Section 7.2)
- Payment Terms (Section 7.3)
- Acknowledgement of Addenda (Section 7.4)
- Affirmative Action Forms (Section 7.5)
- Statement of ability to obtain the levels of insurance required (refer to Section III, Paragraph 3.8)

4.6 ADDENDA

CITY shall not be responsible for any oral instructions given by any employees of CITY in regard to proposal instructions, specifications or proposal documents as described in this RFP. Any and all changes will be in the form of an addendum, which will be furnished to all Proposers who are listed with CITY as having received the RFP, or to any other Proposer who requests an addendum.

All addenda issued shall become part of the RFP and resultant contract. Proposers shall acknowledge the receipt of the addendum by submitting a signed copy of the addendum with their proposal.

4.7 DISCUSSIONS/NEGOTIATIONS/BEST AND FINAL OFFERS

CITY reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain Proposer's best terms from a programmatic and cost standpoint.

CITY reserves the right to enter into discussions/negotiations with one or more Proposers and to request the submission of best and final offers from those Proposers who, after conclusion of such discussions/ negotiations, are still under consideration for award. No Proposer shall have any rights against CITY arising from an invitation to enter into discussions/ negotiations or to

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submit a best and final offer.

4.8 CONTRACT TERMS

CITY reserves the right to clarify any contractual terms with the concurrence of Proposer; however, any substantial non-conformity in the proposal, as determined by the Contracts Specialist Lead shall be deemed non-responsive and the proposal rejected. Any contract resulting from this proposal shall contain the entire agreement between CITY and successful Proposer relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements of any form.

4.9 POST AWARD MEETING

Proposer may be required to attend a post-award meeting with CITY for discussion of the terms and conditions of the contract. Contract Specialist, or authorized delegate, will coordinate the meeting.

4.10 PROPOSER RIGHTS

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

If a Proposer believes that a specific section of its proposal is confidential, Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. Proposer shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and CITY will review the material, Proposer's concerns and make an independent determination.

4.11 CITY RESERVATION OF RIGHTS

This RFP does not commit City of Phoenix to award a contract or to pay any costs incurred in the preparation of a proposal to this request, or to contract for services.

CITY reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified sources, or to cancel in part or in its entirety this RFP.

The lowest priced proposal will not necessarily be selected. CITY specifically reserves the right to reject any or all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any defects or informalities in a proposal. Any Proposer objecting to rejection of a proposal, or portion thereof, shall lodge that protest, in writing, with the Contracts Specialist Lead within five (5) work days, following release of City's "Intent to Award" letter. All Proposers will be notified that a protest has been filed, and that award of the contract will not be made prior to resolution of the protest.

4.12 INCONSISTENCY OR ERROR IN THE RFP

Any Proposer believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify CITY in writing of such apparent discrepancy. Failure to so notify CITY by the RFP submission due date will constitute a waiver of claim of ambiguity, inconsistency or error and CITY's interpretation shall prevail.

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4.13 PROPOSER ERRORS OR OMISSIONS

CITY is not responsible for any Proposer's errors or omissions.

4.14 PROPOSER INCURRED COSTS

Proposer shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of CITY and may not be returned after the proposal submission deadline.

4.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by a Proposer for one hundred eighty (180) calendar days following the proposal submission deadline and each Proposer so agrees in submitting the proposal. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submission deadline.

Notice of withdrawal must be in writing and signed by Proposer's authorized representative. Written notice of withdrawal must be received prior to proposal due date. Withdrawn proposals may be resubmitted prior to the submittal due date and time.

4.16 PROPOSER CERTIFICATION

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

4.17 EXCEPTIONS

Proposer shall clearly identify any proposed exceptions taken to this RFP in their proposal response. Exceptions shall reference the page number and section or paragraph where the exception exists.

4.18 DISCOUNTS

Proposer shall specify payment terms in proposal. If applicable, payment discounts will be computed from date of receiving acceptable services or correct invoice, whichever is later to date payment is mailed.

4.19 CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

CITY reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by proposal submitted or any other data available to the CITY. This disqualification is at the sole discretion of the CITY. Any Proposer submitting a proposal herein waives any right to object to CITY's exercise of this right, 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.

4.20 COVENANT AGAINST CONTINGENT FEES

Proposer 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 Proposer for purpose of securing business.

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For breach or violation of this warranty, CITY shall have the right to annul the contract without liability or in its discretion to deduct from fees or payments due Proposer the commission, percentage brokerage or contingent fee.

4.21 CAUSES FOR DISQUALIFICATIONS

CITY in its sole, absolute and unfettered discretion shall determine whether or not a Proposer is qualified and responsible. This determination may be based on one or more of the following:

- (a) Evidence of collusion among Proposers.
- (b) Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- (c) Lack of responsibility as shown by past work, references, or other factors.
- (d) Proposer is in arrears or in default to CITY on any debt or agreement or defaults upon any obligation to CITY, or has failed to faithfully perform any previous agreement with CITY, in the City's sole determination.
- (e) Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or which contains alterations not called for, or irregularities of any kind.
- (f) Evidence of prohibited lobbying efforts toward members of the evaluation panel, CITY staff and/or Phoenix City Council.
- (g) Other causes as CITY deems appropriate in its sole and absolute discretion.

CITY's determination as to whether Proposer is qualified and responsible shall be based on the information furnished by Proposer in this RFP, interviews with Proposer (if applicable), as well as from other sources determined to be valid by CITY. Award will not be made until after such investigations, as are deemed necessary, are made by CITY regarding the experience and financial responsibility of Proposer, which each Proposer agrees to permit by submitting its proposal.

4.22 AFFIRMATIVE ACTION REQUIREMENT

In order for your proposal to be considered, your firm must comply with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program. Failure to comply with the reporting requirements of this ordinance will result in your proposal being rejected. Firms are also responsible for maintaining their eligibility during the life of any proposal and failure to do so may result in termination of the proposal. The Affirmative Action paperwork is attached to this RFP (Section 7.5) **Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Compliance Section of the Equal Opportunity Department, (602) 262-6790.**

4.23 LICENSES

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

4.24 PROTEST OF AWARD

Any person who has an objection to the awarding of a contract to any Proposer by the CITY, shall lodge that protest, in writing, with the Contract Specialist Lead no later than 5:00 p.m. Phoenix time of the fifth (5th) work day, following release of CITY's "Intent to Award" letter. CITY retains the right to reject all protests not filed within this time or those found to be without merit.

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SECTION V – EVALUATION AND AWARD

5.1 PROPOSAL EVALUATION AND NEGOTIATION

Section V describes the process by which proposals will be evaluated and a selection made for a potential award. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with Proposers within the competitive range, after which Best and Final Offers (BAFO's) may be requested. However, CITY may select a proposal for award without any discussions or negotiations or requests for any BAFO(s).

Proposals will be evaluated based upon consideration of the criteria of "Qualification Requirements" (Section V, paragraph 5.2) and "Proposal Evaluation Criteria" (Section V, paragraph 5.3) as stated below. Final determination of a Proposer's qualification will be made based upon all the evaluation criteria and information received during the evaluation and interview process. Award will be to a responsive and responsible Proposer for the proposal which is found to be most advantageous to the CITY.

5.2 QUALIFICATION REQUIREMENTS

The following are the requirements for qualifying responsible Proposers, all of which must be met by a Proposer.

- 5.2.1** Sufficient financial strength and resources and capability to finance the work to be performed and complete the contract in a satisfactory manner. Proposer's financial ability, may be evaluated by CITY Auditor or other designated personnel. Proposers must first be determined to be financially responsible in order to be considered further in the evaluation process.
- 5.2.2** Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.
- 5.2.3** Evidence that the human and physical resources are sufficient to perform the contract as specified and assure the level of service required.
- 5.2.4** Evidence that the Proposer possesses the qualifications and experience necessary to perform adequately and meet contract requirements. Evidence based on past performance and client references.

5.3 PROPOSAL EVALUATION CRITERIA

Proposals received from responsible Proposers will be evaluated by members of an evaluation panel in accordance with the following criteria:

- 5.3.1** Qualifications and professional experience of the firm.
 - Qualifications and experience of the firm handling clients of similar scope and organization as the City's Public Transit Department.
- 5.3.3** Qualifications of principal management and proposed staff.
 - Qualifications and experience of staff to be assigned to the project.

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- Availability of staff.

5.3.4 Proposer's demonstrated understanding of contractual undertaking.

5.3.5 Proposer's monthly property management fee.

5.4 COMPETITIVE RANGE

Members of the evaluation panel will independently score the proposals against the evaluation criteria. Proposal scores will be tabulated and ranked by the committee chairperson to determine which proposals are within the competitive range. Each such Proposer will be notified and any questions and/or requests for clarifications provided to them in writing. Proposer(s) within the competitive range may be invited to an interview and discussions with evaluation panel members to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

5.6 BEST AND FINAL OFFER (BAFO)

Once interviews have been completed, Proposers in the competitive range may be afforded the opportunity to amend their proposals and submit BAFOs. BAFOs will be evaluated by the evaluation panel according to the same requirements and criteria as the initial proposals. These final scores and rankings will again be tabulated by the committee chairperson.

5.7 CONTRACT AWARD

Award will be made to the Proposer who has demonstrated the ability to perform the required services and provide the necessary equipment and staff in an acceptable manner, price notwithstanding. Demonstrated capability and understanding of the Proposer to accomplish the scope of work required in the proposal will also be considered. This includes performance history and references on past and current contracts. The City reserves the right to consider any other factor(s) in its proposal evaluation if considered in the best interest of the City to do so.

One (1) Proposer will be awarded all service areas described in the RFP. The evaluation panel shall make all decisions regarding the evaluation, the competitive range, and the selection of the Proposer. Evaluations will be confidential until the final recommendation for award has been made.

CITY reserves the right to make an award without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs, and to enter into negotiations with the highest ranked Proposer. If the negotiations do not result in mutually agreed upon terms and conditions for a contract, CITY may then enter into negotiations with the second highest ranked Proposer for purposes of negotiating a mutually acceptable contract.

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SECTION VI – GENERAL TERMS AND CONDITIONS

Any Contractor entering into a contract with the CITY must agree to a number of general terms and conditions. If a Contractor cannot agree to any of the stated general terms and conditions, its proposal must clearly state the reason for any such non-compliance.

Submission of a proposal herein constitutes the agreement of any Contractor that any contract to be drawn as a result of an award herein will be prepared by CITY. Submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents or forms, and that it waives any demand for the use of its standard agreements. Pursuant to City Charter, the language of the contract(s) to be executed will be drafted under the supervision of the City Attorney of the City of Phoenix and shall be the controlling document.

6.1 CONTRACT INTERPRETATION

6.1.1 Parole Evidence

This contract is intended by the parties as a final expression of their respective undertakings and is the complete and exclusive statement of the terms of this contract. 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.

6.1.2 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 the appropriate Federal or State courts in Maricopa County, State of Arizona.

6.1.3 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.

6.1.4 Contract Order of Precedence

In the event of a conflict between the provisions of any resulting contract and other incorporated documents, the following shall prevail in the order set forth below:

- (a) Negotiated terms and conditions;
- (b) City terms and conditions;
- (c) Specifications, as amended, which establishes the minimum requirements for the work;
- (d) Proposal and BAFO, which, when not in conflict with the above purchase documents, establishes a superior set of requirements for the work;
- (e) Appendices and exhibits;
- (f) Other documents referenced or included in Request for Proposal.

Unless otherwise specifically provided to the contrary, in resolving any conflict or

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inconsistency among the foregoing documents, the most recent in time shall prevail over older documents or provisions covering the same issue and, those terms most favorable to CITY shall prevail over less favorable conflicting or inconsistent terms wherever they may be found.

6.1.5 Organization Disclaimer

Any resulting contract 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 contract. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the contract are considered to be CITY employees and that no rights of CITY civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker'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 CITY harmless with respect thereto.

6.1.6 Severability

Provisions of this contract are severable to the extent that any provision or application held to be invalid by any forum of competent jurisdiction shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

6.1.7 Non-Waiver of Liability

CITY 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 CITY agrees to limit in advance or to waive any right CITY might have to recover actual lawful damages in any court of law under applicable Arizona law.

6.2 CONTRACT ADMINISTRATION AND OPERATION

6.2.1 Contract Oversight

CITY shall assign staff to provide day to day oversight of the contract. Contract monitoring and on-site inspections shall be conducted routinely to ensure compliance with the terms and conditions of the contract.

6.2.2 Records

Pursuant to Section 35-214, A.R.S., 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 (5) years after completion of the contract. Such records will be produced at the City of Phoenix office as designated by CITY.

6.2.3 Confidentiality of Records

Contractor shall establish and maintain procedures and controls that are acceptable to CITY for the purpose of assuring that no information contained in its records or obtained from CITY or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to CITY. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by CITY.

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6.2.4 Affirmative Action

Contractor, 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, gender or national origin, age or disability, nor otherwise commit an unfair employment practice. Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, 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. Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with a contract.

6.2.5 Licenses and Permits

Contractor shall be and remain current with all Federal, State, and local licenses and permits required for the operation of the business conducted by Contractor as applicable to this contract.

6.2.6 Advertising

Contractor shall not advertise or publish information concerning this contract without the prior written consent of the Contracts Specialist Lead.

6.2.7 Exclusive Possession

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

6.2.8 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 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.

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

6.2.9 Health, Environmental and Safety Requirements

Contractor's products, service and facilities shall be in full compliance with all applicable

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Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by CITY.

At the request of CITY representatives, Contractor shall provide CITY:

- A. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by Contractor in this contract.
- B. 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 work performed, dates, reasons, dispositions and resolutions.

CITY shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by Contractor or sub-contractor. CITY shall also have the right to inspect operations conducted by the Contractor or sub-contractor in the performance of this contract.

6.2.10 Sudan and Iran

In accordance with state law, Contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. If Contractor's certification is found to be false, the City may terminate this Agreement or impose other remedies due to the false certification.

6.2.11 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 1 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 1.

6.2.12 Disputes

Disputes arising from the interpretation or performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by Contracts Specialist Lead, or his designee. The decision of the Contracts Specialist Lead shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the CITY's Public Transit Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the Public Transit Director, or designee, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because

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of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days after the first observance of such injury of damage.

Remedies

Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CITY and Contractor arising out of or relating to the contract or its breach will be decided by arbitration.

Rights and Remedies

Duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CITY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

6.2.13 Continuation of Work during Disputes

Notwithstanding the existence of any dispute between the parties, Contractor shall continue to perform its obligations under this contract during the continuation of such dispute unless such performance is refused by CITY or is enjoined or prohibited by an Arizona court of competent jurisdiction.

6.2.14 Strict Performance

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

6.2.15 Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of CITY. Contractor shall perform all such security inquiries and shall make the results available to CITY for all employees considered for performing work (including supervision and oversight) under this contract. CITY may make further security inquiries. Whether or not further security inquiries are made by CITY, CITY may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this contract. Employees rejected by the CITY for performing services under this contract may still be engaged by Contractor for other work not involving the CITY. An employee rejected for work under this contract shall not be proposed to perform work under other CITY contracts or engagements without the CITY's prior approval.

6.2.16 Key Personnel

Key personnel shall be identified by Contractor and approved by CITY. Should any of the named individuals be unavailable to perform on behalf of the Contractor under this contract, whether due to termination of employment or otherwise, then Contractor shall provide a suitable replacement acceptable to CITY. Acceptability is to be determined by CITY at its option, sole and unfettered discretion. Should key personnel of Contractor become unavailable or unable to perform work under this contract, their replacement(s)

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shall be subject to the prior approval of CITY.

6.3 COSTS AND PAYMENTS

6.3.1 Payment Deduction Offset Provision

Contractor acknowledges that the provisions of the City Charter of CITY (Chapter XVIII, § 14) requires that no payment be made to any Contractor as long as there is any outstanding obligation due to CITY. Contractor agrees that any obligation it owes to the CITY will be offset against any payment due to the Contractor from the CITY.

6.3.2 Late Submission of Claim by Contractor

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

6.3.3 Fund Appropriation Contingency

Contractor recognizes that any contract entered into shall commence upon the day first provided and continue in full force and effect until its expiration or termination in accordance with its provisions. Contractor recognizes that the continuation of any contract after the close of any given fiscal year of CITY, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the CITY providing for or covering such contract item as an expenditure therein. 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.

Further, under the provisions of A.R.S. § 42-17108, CITY may pay for services rendered or costs incurred only during a fiscal year during which such services and costs are budgeted and for a period of sixty (60) days thereafter. Contractor must submit its invoices for services performed or costs incurred, together with any required reports, prior to the close of a fiscal year allowing sufficient time for the processing of payment within the aforementioned 60-day period.

6.3.4 Maximum Prices

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

6.3.5 F.O.B. POINT

All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this proposal.

6.4 CONTRACT CHANGES

6.4.1 Contract Amendments

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

6.4.2 Assignment – Delegation

No right or interest in this contract nor monies due there under shall be assigned in whole or in part without the prior written permission of the Contracts Specialist Lead, and no delegation of any duty of Contractor shall be made without prior written permission of the Contracts Specialist Lead. Any assignment or delegation made in violation of this section

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shall be void. The contract, including any option, may be assigned by CITY without the Contractor's consent at the CITY's sole discretion.

6.4.3 Non-Exclusive Contract

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

6.4.4 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 cost of or time required for performance, an equitable adjustment may be made in price or delivery schedule, or both, at CITY's discretion. Any claim for adjustment shall be deemed waived unless asserted in writing with thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on CITY unless evidenced in writing and approved by the Contracts Specialist Lead prior to the institution of the change.

Within fourteen (14) calendar days after receipt of a written change order to modify the contract, Contractor shall submit to the Contracts Specialist Lead a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and CITY. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, Contractor shall proceed with the Work ordered, provided CITY obtained the prior concurrence of FTA.

6.5 RISK OF LOSS AND LIABILITY

6.5.1 Title and Risk of Loss

The title and risk of loss of material or service shall not pass to CITY until CITY actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

6.5.2 Acceptance

All material or service is subject to final inspection and acceptance by 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 Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance shall comply to the cancellation clause set forth in this document.

6.5.3 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.

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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.

6.5.4 Damage to City Property

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

6.5.5 Contractor Incurred Risks

CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. Such loss, injury or destruction shall not release Contractor from any obligations under this RFP or the resulting contract.

6.6 WARRANTIES

6.6.1 Quality

Contractor expressly warrants that all goods or services provided of quality under this contract shall conform to the specifications set for herein and appropriate standards, will be new and will be free from defects in material or workmanship. Contractor warrants that all such goods will conform to any statements made on the containers or labels or advertisements for such goods and that all goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods 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. CITY's inspection, testing, acceptance or use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive such inspection, testing, acceptance and use. Contractor's warranty shall run to CITY, its successors, and assigns.

6.6.2 Responsibility for Correction

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 CITY first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, CITY has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of non-compliance

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and Contractor further agrees to be fully responsible for any consequential damages suffered by CITY.

6.6.3 Liens

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

6.6.4 Quality Standards of Material and Services

Prior to award, if desired by CITY, items/services proposed shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by CITY to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by Contractor.

6.6.5 Workmanship

Where not more specifically described in any of the various sections of the RFP, 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.

6.7 CITY'S CONTRACTUAL RIGHTS

6.7.1 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) work days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

6.7.2 Non-Exclusive Remedies

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

6.7.3 Default in One Installment to Constitute Breach

Each installment or lot of the contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a total breach of the contract.

6.7.4 Default

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

6.7.5 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 Contractor for the purpose of securing business. For breach or violation of this warranty, CITY shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a

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consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

6.7.6 Contract Closeout

At the end of the contract period, CITY shall review the contract to ensure all required deliverables have been met. This includes, but is not limited to, an audit of financial and operational records and an inspection of all CITY equipment provided to Contractor for the execution of the contract. Any outstanding issues shall be resolved within thirty (30) days of contract completion at which time a Notice of Contract Closure shall be sent by the CITY to finalize the contract closure between both parties. Contractor shall keep all records pertaining to the contract for a minimum of five (5) years after the contract completion, expiration or termination. Upon twenty-four (24) hour notice, Contractor shall make available said records to CITY or its agents for audit, during normal business hours. In the event of litigation or claims, all records will be maintained until the litigation or claim is concluded or five (5) years whichever last occurs.

6.7.7 Cost

A detailed cost/price analysis may be conducted of costs submitted by the Contractor. A cost or price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, G&A, and overhead costs, etc.) and provide for on site review of all supporting documents by the City Auditor of all cost elements.

6.8 CONTRACT TERMINATION

6.8.1 Gratuities

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

6.8.2 Conditions and Causes for Termination

This contract may be terminated at any time by mutual written consent, or by CITY, with or without cause, upon giving thirty (30) days written notice to Contractor. CITY at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, CITY shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by CITY before the effective date of termination. If the items being purchased are truly unique and, therefore, not saleable or usable for any other application, CITY will reimburse Contractor for actual labor, material and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process and completed but undeliverable goods, will pass to CITY after costs are claimed and allowed. Contractor shall submit detailed cost claims in an acceptable manner and shall permit CITY to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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. CITY will issue a

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written ten (10) calendar day notice of default to Contractor for acting or failing to act as in any of the following:

- (a) In the opinion of CITY, Contractor provides personnel who do not meet the requirements of the contract;
- (b) In the opinion of CITY, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- (c) In the opinion of CITY, Contractor attempts to impose on CITY personnel or materials, products or workmanship, which is of an unacceptable quality.
- (d) Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- (e) In the opinion of CITY, Contractor fails to make progress in the performance of the requirements of the contract and/or give CITY a positive indication that Contractor will not or cannot perform to the requirements of the contract.

6.8.3 Contract Cancellation

All parties acknowledge that this contract is subject to cancellation by CITY pursuant to the provision of Section 38-511, A.R.S.

SECTION VII

PROPOSAL SUBMITTALS

Proposers shall complete Sections 7.1 – 7.5
and submit with their proposal

City of Phoenix
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7.1 PRICE PROPOSAL

Property Management Fee (firm fixed flat rate) \$_____ /Month

Compensation & Other Expenses (incurred by Manager and billed to Property)

Position / Description	Salary	Benefits	Total	Allocation %

Company Name _____

**City of Phoenix
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RFP #PT09-014 - Property Management Services**

7.2 CERTIFICATION FORM

Proposer certifies it is a: proprietorship____; partnership____; corporation____.

Arizona Sales Tax No. _____

Use Tax No. for Out-of-State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

Proposer certifies that he has read, understands, and will fully and faithfully comply with this Request for Proposal, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax No. _____

Company's Toll Free No. _____

E-mail Address _____

Authorized Signature _____

Printed Name and Title _____

MAILING ADDRESSES

Purchase Order Address: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please refer to the Assignment – Delegation in the RFP.

Name _____

Address _____

City, State and Zip Code _____

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7.3 PAYMENT TERMS

Proposer shall indicate the payment terms in their proposal submittal. Prompt payment terms offering twenty (20) calendar days or more will be considered in the proposal evaluation process. If no payment term is indicated, the CITY shall apply net thirty (30) days as Proposer's payment terms.

Proposer offers a prompt payment discount of ____% ____calendar days to apply after receipt of accurate invoice.

7.4 ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the technical proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

Company Name _____

7.5 AFFIRMATIVE ACTION REQUIRED FORMS



CITY OF PHOENIX

EQUAL OPPORTUNITY DEPARTMENT

COMMUNITY AND BUSINESS RELATIONS DIVISION

Suppliers, Contractors, and Lessees wishing to enter into a business relationship with the City of Phoenix, must comply with either Article IV or V of Chapter 18 of the City Code, as appropriate.

Compliance is achieved by submission of the affirmative action reporting forms as indicated below:

Individuals or Firms Who Employ Fewer Than 15 people:

Complete only Part D

Your Company will be eligible to do business with the City for
24 months after the date our office receives the completed form.

Firms Who Employ 15 or More People:

1. Employer Information Report (Part A)
2. Employer EEO Workforce Profile (Part B)
3. An Affirmative Action Plan (Part C)

Your Company will be eligible to do business with the City for
12 months from the date our office receives the completed form.

These reports must be completed accurately and on file with the Equal Opportunity Department prior to bid opening, proposal submission, response to a request for quotation, response to a request for qualification or the date set forth as part of any other request-response process initiated by the City.

The above referenced reports must be submitted to:

Equal Opportunity Department
Community and Business Relations Division
251 W. Washington Street
Phoenix, AZ 85003-2107

Failure to comply with the affirmative action requirements outlined in the Articles will result in your being considered ineligible for any City business. Questions may be directed to the City of Phoenix Equal Opportunity Department, Community and Business Relations Division at V/(602) 262-6790, TDD/534-1557, FAX 534-1785. Thank you for your cooperation.

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT

COMMUNITY AND BUSINESS RELATIONS DIVISION

PHOENIX CITY CODE AFFIRMATIVE ACTION REQUIREMENTS

PART A: EMPLOYER INFORMATION REPORT

PLEASE PRINT OR TYPE

Firm Name: _____

Local Street Address _____
City State Zip

Local Mailing Address: _____
(if different than above) City State Zip

Corporate Mailing Address: _____
(if different than above) City State Zip

Previous Address _____
City State Zip

Corporate Telephone: _____ Local Telephone: _____ FAX# _____

Type of Business: _____

(Examples; Electrical Contractor, Lessee, Computer Sales, Architect, or Office Supplies)

Name, title and telephone number of company's Equal Employment Opportunity Officer/person responsible for this report:

Corporate Officer: _____ Telephone Number: _____

Local Officer: _____ Telephone Number: _____

So that your record may be properly cross referenced in our file, please indicate in the space provided below other company names used. Failure to provide this information could result in your loss of City business.

CONTINUE TO PART B

PART B:**EMPLOYER EQUAL EMPLOYMENT OPPORTUNITY (EEO) WORKFORCE PROFILE****PLEASE PRINT OR TYPE**

Instructions:

Do you have employees in the Phoenix metropolitan area? (includes Phoenix, Tempe, Mesa, Chandler, Scottsdale, Paradise Valley, Glendale, Peoria, Tolleson, Litchfield, Avondale, Buckeye and Goodyear).

☐ Yes-Report only Phoenix Metro employees from your most recent payroll. If this is Less Than 15, use Part D, the Certificate of Less Than 15.

☐ No-Report all Corporate employees from your most recent payroll. Your latest Federal EEO-1 may be substituted.

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K)	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
	A	B	C	D	E	F	G	H	I	J	K
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS											

FIRM
NAME _____

_CONTINUE TO PART C

PART C: AFFIRMATIVE ACTION PLAN

PLEASE PRINT OR TYPE

Instructions: If your firm has an Affirmative Action Plan, please submit a copy. If **not**, please complete a plan on your company letterhead utilizing the outline below. Your firm will be reviewed by city staff to determine if you are complying with your plan.

AFFIRMATIVE ACTION PLAN

In order to comply with the Affirmative Action reporting requirements of Article IV or V of Chapter 18 of the Phoenix City Code, and to ensure equal employment opportunity, the following measures will be taken

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, gender, age or disability.
2. A complete up-to-date workforce profile which records employees by race or ethnicity, gender, and job classification will be maintained and annual reports will be submitted to the City of Phoenix Affirmative Action Division.
3. All employees will be advised at time of employment that the firm is an Equal Opportunity / Reasonable Accommodation Employer and that hiring, promotion or demotion is based only on the individual's qualifications and ability to perform the work.
4. The firm will cooperate with and support apprenticeship training programs based on strict non-discrimination.
5. The firm has appointed _____ to serve as the Equal Employment Officer who is authorized to supply reports and represent this firm in all matters regarding this affirmative action plan.
6. The name, address and phone number of the Equal Employment Officer will be posted in a conspicuous place or places. This Officer will be responsible for:
 - a. Seeking to utilize minorities, females and disabled individuals to the same degree as all others, based on the following factors.
 - (1) Percentage of minorities, females and disabled individuals in the companies workforce as compared with the labor market in the area.
 - (2) Local availability of minorities, females and disabled individuals having the skills we employ.
 - (3) Availability of promotable minorities, females and disabled individuals in our company.
 - (4) Existence of training institutions to train minorities, females and disabled individuals in the area.
 - (5) The internal skills training our company offers for minorities, females and disabled individuals.
 - b. Supervision of periodic audits of employment practices including: (1) applicant flow (2) promotion (3) training.
 - c. Contacts with recruitment sources for qualified minorities, females and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
 - d. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
 - e. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.

SIGNATURE AND TITLE _____

FIRM NAME _____

DATE _____

City of Phoenix

EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION

PHOENIX CITY CODE

PART D: EMPLOYER OF FEWER THAN 15

PLEASE PRINT OR TYPE

Instructions: If your firm employs 14 or fewer employees, complete & return only this form.

CITY OF PHOENIX
EQUAL OPPORTUNITY DEPARTMENT
COMMUNITY AND BUSINESS RELATIONS DIVISION
251 W. WASHINGTON STREET
PHOENIX, AZ 85003

If you have any questions or require assistance, contact the Community and Business Relations Division at:

V/(602) 262-6790 * TDD / 534-1557 * FAX 534-1785

Firm Name: _____

Street Address: _____
City State Zip

Mailing Address: _____
City State Zip

Corporate Mailing Address: _____
City State Zip

Telephone No.: _____ FAX # _____

Previous Address: _____
City State Zip

So that your record may be properly cross referenced in our file, please indicate in the space provided below, other company names used. Failure to provide this information could result in your loss of City business.

In accordance with Chapter 18 of the Phoenix City Code, Article IV or

V, I hereby certify that the above-named individual or firm currently employs _____ (insert number of employees).

PRINT NAME OF PERSON RESPONSIBLE FOR THIS REPORT.

SIGNATURE

TITLE

DATE

ATTACHMENT A

MONTHLY REPORT

302 Building Management Contract Oversight

YEAR:	2009	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Contract Requirements	Method of Assurance	Result			Comments
		Met	Not Met	N/A	
Building Management – Take all action reasonably required to collect rents, utility payments, parking fees, and other sums payable under tenants' leases on their respective due dates.	Review monthly report				
Competitive Bids – Except for emergency repairs and for vendors with current service Agreement(s) with CITY, obtain at least three quotations from qualified contractors and vendors.	Conduct random checks.				
General Cleaning – Cleaning services will be provided to ensure that a clean and pleasant appearance is consistently maintained at all times.	Inspection and tenant comments.				
Carpet Cleaning – Vacuum and spot clean daily.	Inspection and tenant comments.				
Window Washing – Spot clean interior windows daily and clean exterior windows as necessary.	Inspection and tenant comments.				
Trash Removal – Remove trash from spaces.	Inspection and tenant comments.				
Landscaping – Prune as necessary.	Inspection and tenant comments.				

MONTHLY REPORT

302 Building Management Contract Oversight

Contract Requirements	Method of Assurance	Result			Comments
		Met	Not Met	N/A	
Electrical Systems – Inspected annually to ensure safety and reliability. Provide comprehensive preventive maintenance program. Provide special operations and maintenance programs for auxiliary power, uninterruptible power, and special systems.	Inspection and tenant comments.				
Lighting – Replace exterior within 12 hours. Replace interior in 2 business days.					
Heating, Ventilation & Air Conditioning (HVAC) – Operate and maintain to ensure appropriate seasonal temperature range and air quality is provided in all areas. System operating hours shall be established to optimize cost effectiveness and comfort. Provide a comprehensive preventive maintenance program for all mechanical systems.	Inspection and tenant comments.				
Elevators – Maintained regularly. Inspect all systems per building codes.	Inspection and tenant comments.				
Plumbing Systems – Maintain to ensure proper operation and a leak free condition. Provide a comprehensive preventive maintenance program for all plumbing system components.	Inspection and tenant comments.				
Utilities – CB Richard Ellis shall manage utility services (electricity, gas, water, and sewer) and the payment of utility invoices.	Review monthly report.				
Parking Administration	Verify issuance of				

MONTHLY REPORT

302 Building Management Contract Oversight

Contract Requirements	Method of Assurance	Result			Comments
		Met	Not Met	N/A	
<u>Monthly Invoicing</u> – Issue monthly invoices to tenants for reserved and non-reserved parking. <u>Hours</u> – Provide an attendant during the normal hours of operation, M-F, 7:00am to 6:30pm.	monthly parking invoices and conduct random check of parking attendant attendance.				
Lease Administration – Provide complete lease administration services, including: a database of all specific lease information; all rental collection responsibilities; payment of common area maintenance charges, real estate taxes and service expenses associated with the maintenance of subleased tenant spaces.	Review monthly report.				
Financial and Accounting Services – Maintain separate books and records for the Premises with supporting documentation.	Fiscal Services staff reviews the monthly report.				
Payment Mechanism – Payment shall be made in arrears for services previously rendered. On or before the 10 th day of the month following the month in which service has been provided, CB Richard Ellis shall submit to CITY its invoice for its management fee and associated personnel costs (as specified above) together with all required reports. Within five (5) working days thereafter, CITY shall review the invoice and reports and either approve same or state	Review monthly report.				

MONTHLY REPORT

302 Building Management Contract Oversight

Contract Requirements	Method of Assurance	Result			Comments
		Met	Not Met	N/A	
specifically why they are insufficient. After approval or the correction of any insufficiency and subsequent approval, CITY shall authorize CB Richard Ellis to pay the approved sum from the Operating Account, as above provided in Exhibit "A." No payment shall be authorized without the submission of all required reports.					
Additional items for quarterly inspection (Jan, Apr, Jul, Oct)					
Exterior Signs – Properly maintained and cleaned annually and maintained free of damage.	CB Richard Ellis to provide a completed on-site inspection checklist.				
Interior Signage – Constant maintenance as required.	Inspection and tenant comments.				
Additional items for semi-annual inspection (Jan & Jul)					
Vendor Eligibility – All vendors used must be certified as eligible to do business with the City of Phoenix and be in compliance with the affirmative action requirements of the Phoenix City Code, Chapter 18, Article IV or V.	Conduct random checks.				
Fire Drills/Life Safety Programs – Perform semi-annual fire drills and meet with volunteer "fire wardens" for all tenants.	Inspection and tenant comments.				
Fire Alarm Systems	Inspection and				

MONTHLY REPORT

302 Building Management Contract Oversight

Maintenance – Inspect and test all fire alarm systems and components, including panels, enunciators, smoke, and heat detectors semi-annually. Establish a comprehensive preventive maintenance program for all fire alarm system components.	tenant comments.				
Additional items for annual inspection (Jan)					
Fire Sprinklers & Fire Extinguishers – Inspect fire sprinkler system, fire extinguishers, fire hoses, and test fire pumps at least annually or in accordance with local codes to ensure their reliability. Replace fire hoses as needed or every five years.	Inspection.				
Interior Painting/Wall Covering – Routine janitorial service shall clean soiling from interior painted surfaces or wall covering to provide a clean and stain free appearance. Interior painting/wall covering shall be completed during the normal renovation cycle of the building. Entries painting needs determined during inspections.	Inspection and tenant comments.				
Interior Plants – Provide interior plants and maintenance services.	Inspection and tenant comments.				
Pest Control – Preventive pest control service shall be provided to maintain a pest free environment.	Inspection and tenant comments.				
Roof Inspection/Repairs – Inspect roof annually. Establish a comprehensive preventive maintenance program for all roofs.	Inspection and tenant comments.				
Exterior Painting – The Premises' exterior façade	Inspection and tenant				

MONTHLY REPORT

302 Building Management Contract Oversight

shall be repainted on a pre-scheduled and regular basis maintaining a clean, uniform surface free of peeling and stains.	comments.				
Energy Management Program – Provide an energy management program including ongoing audits. Energy consumption and demand shall be routinely monitored and opportunities to reduce energy use and cost identified.	Review ongoing audits.				
Annual Building Inspection – Conduct an annual detailed inspection of the Premises. This inspection shall: (1) review the overall quality of each service provided to the Premises; (2) evaluate the operating procedures; and, (3) identify capital improvements necessary to maintain and enhance the Premises' appearance, function and operating efficiency. Report shall be the basis for establishing any changes in service levels, operating budgets, and/or capital budgets for the following year.	Review report.				
ADA Inspections – As part of its annual inspection, CB Richard Ellis shall review of the Premises' compliance with the Americans with Disabilities Act (ADA).	Review report.				
Customer Satisfaction Survey – CB Richard Ellis shall regularly contact building tenants to ensure their satisfaction with services being provided. At least annually, CB Richard Ellis shall coordinate a customer satisfaction survey.	Review customer satisfaction survey.				

MONTHLY REPORT

302 Building Management Contract Oversight

Annual Operating Budget – On a fiscal year basis (July-June), CB Richard Ellis shall prepare and submit to CITY a proposed annual operating budget for the management and operation of the Premises and the repair and maintenance of building equipment and systems.	Review annual operating budget.				
Insurance Requirements – CB Richard Ellis and subcontractors shall procure and maintain until all of their obligations have been discharged.	Review certificates of insurance to verify coverage is current and up to date.				