

CONTRACT FOR AIRPORT CUSTODIAL SERVICES

Contract No. 2025-102

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pinnacle Janitorial, Inc., an Arizona corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as:

AIRPORT CUSTODIAL SERVICES

and as more specifically described in the Scope of Work and Airport Minimum Cleaning Frequency Schedule, attached hereto as Exhibit A.1 and Exhibit A.2, respectively. If there are conflicts between the Scope of Work and the Airport Minimum Cleaning Frequency Schedule, the requirements of the Scope of Work prevail.

2. Compensation:

- 2.1 General: Contractor shall be paid the budgeted amount not to exceed \$156,000 annually per the attached Fee Schedule, Exhibit A.3, for satisfactory performance of the Scope of Work and Airport Minimum Cleaning Frequency Schedule, attached hereto as Exhibit A.1 and Exhibit A.2, respectively.

- 2.2 Pricing: All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in the Contract and include all costs of Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in the Contract. The City shall not be invoiced at prices higher than those stated in the Contract.

- 2.2.1 Contractor further agrees that any reductions in the price of the materials or services covered by the Contract will apply to the undelivered balance. Contractor shall promptly notify the City of such price reductions.

- 2.2.2 No price modifications will be accepted without proper written request by Contractor and response by the City's Purchasing Division.

- 2.3 Price Adjustment:

- 2.3.1 Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City through a formal Contract Amendment reflecting the adjustment.

- 2.3.2 Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract. The City is only willing to entertain price adjustments based on an increase in the Contractor's actual expenses or other reasonable adjustments in

providing the services/materials under the Contract. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

2.3.3 Thirty (30) days prior to the scheduled mandated increase in the City of Flagstaff hourly minimum wage, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) or the City of Flagstaff's mandated increase to the minimum wage, whichever is higher. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

2.4 **Renewal and Extension Pricing:** Any extension of the Contract will be at the same pricing as the initial Term. If the Contract is renewed, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual written agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

3. **Terms and Conditions (Airport Custodial):** The Terms and Conditions (Airport Custodial), attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibits A.1, A.2 or A.3.

4. **Insurance:** Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C. Prior to receiving a Notice to Proceed, Contractor shall provide a Certificate of Insurance (COI) and corresponding endorsements naming "The City of Flagstaff, Arizona" as an additional insured.

5. **Representatives:**

5.1 The City Representative is Brian Gall or their designee. All communications to the City shall be through the City Representative.

5.2 Contractor Representative is Fady Ebeid or their designee. All communications to the City shall be through the Contractor Representative.

6. **Contract Term:** The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Airport Custodial), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties. Performance shall commence within thirty (30) days from the City's issuance of the Notice to Proceed.

7. **Renewal:** The Contract may be renewed or extended for up to two (2) additional one (1)-year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

8. **Unilateral Extension to Perform Procurement:** The City reserves the right to unilaterally extend the period of the contract for up to two (2), ninety (90) day periods beyond the stated expiration date by mutual written consent of both Parties in order to complete a formal procurement process.

9. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Brian Gall
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Brian.gall@flagstaffaz.gov

To Contractor:

Fady Ebeid
Pinnacle Building Services
2202 N. 1st St.
Flagstaff, AZ, 86004
fady@pinnacleflag.com

With a copy to:

Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

10. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

PINNACLE JANITORIAL INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to proceed issued: _____, 20____

**EXHIBIT A.1
SCOPE OF WORK**

I. SAFETY AND HEALTH

Contractor shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials. In the event of a potential safety/security risk while services are being provided, custodial staff shall call the Flagstaff Pulliam Airport Administrative Office at (928) 213-2930 ext. 0, Airport Operations at (928) 213-2936, or the Flagstaff Police Department Emergency line, accordingly.

II. SERVICE LOCATIONS

Contractor shall provide custodial services at the locations identified below. Measures and dimensions listed herein are approximate. The successful Contractor is responsible for taking its own measurements prior to submitting its Operations Plan.

A. Flagstaff Pulliam Airport Terminal – 17,705 ft²

1. Access
 - 1.1 Terminal Building Operational Hours Access: Utilize the four (4) main entrances to the terminal building.
 - 1.2 Outside of Terminal Building Operational Hours Access: Utilize the secured door on the west side of the building. Employees are required to have a Flagstaff Pulliam Airport Sterile Area Security Badge.
 - 1.3 Operational Hours are defined as two (2) hours before the initial departure of the day and one (1) hour after the final arrival of the day.
 - 1.4 For post-security areas, custodial employees will need a Flagstaff Pulliam Airport Sterile Area Security Badge or be escorted by an existing employee with an Airport Sterile Area Security Badge “escort endorsement”.
2. Pre-Security Areas
 - 2.1 TSA Office
 - 2.2 Open Passenger Space
 - 2.3 Baggage Claim
 - 2.4 Four (4) bathrooms
 - 2.5 Administrative Office Space/Conference Rooms/Break Area (Upstairs)
 - 2.6 Airport dining area
 - 2.7 Visitors Center/Gift-shop
 - 2.8 Exterior walks

- 2.9 Exterior windows
- 3. Post-Security Areas
 - 3.1 TSA Security Checkpoint
 - 3.2 Departure lounge/hold area
 - 3.3 Two (2) bathrooms

B. Flagstaff Pulliam Airport Hangar – approx. 100 ft²

- 1. Access
 - 1.1 During airfield operational hours. Accessible through the blue-gate adjacent to the Flagstaff Pulliam Airport Terminal.
 - 1.2 Custodial employees will need a Flagstaff Pulliam Airport Sterile Area Security Badge or be escorted by an existing employee with an Airport Sterile Area Security Badge “escort endorsement”.
- 2. Two Bathrooms within the Airport Hangar

C. Airport Parking Lots

Maintain all trashcans in the parking lot, including, the trashcans located at the Economy Lot. Locations are identified in the Airport Maps, attached as Attachment 1.

III. STANDARDS OF PERFORMANCE

A. Operations Plan

Contractor must submit to the Airport a comprehensive Operations Plan that meets the minimum requirements of the Scope of Work. Once the Operations Plan is agreed upon by the Airport, any changes must be approved by the Airport Representative in writing. The Operations Plan must include the following:

- 1. Staffing Plan:
 - 1.1 Identify frontline supervisors, work order dispatcher, and custodial Employee schedules for each shift at each location, utilizing the minimum weekly staff hours.
 - 1.2 Include a description of how the Contractor will phase in or out cleaning services over the duration of the contract.
- 2. Employee Training Plan:
 - 2.1 Initial employee training program.
 - 2.2 Proper and safe use of equipment.
 - 2.3 Customer assistance and interaction.

- 2.4 Recordkeeping and training related to OSHA safety standards, Blood borne Pathogens and other required safety programs.
- 2.5 Ongoing and recurrent training.
- 3. Cleaning Plan:
 - 3.1 Meet the cleaning standards and minimum cleaning frequencies set forth in the Scope of Work and accompanying documents.
 - 3.2 The Cleaning Plan, by location, must not disrupt the functions and normal day-to-day procedures of the facilities and in no way interfere with the normal routine of the airport tenants, Airport employees, or the public.
 - 3.3 An updated Cleaning Plan schedule, by location, must be provided to the Airport Representative quarterly.
- 4. Response Time Plan:
 - 4.1 Respond to emergency calls, bio-fluid, and spill cleanup. Within one (1) hour, at a minimum.
 - 4.2 Correct unsatisfactory cleaning performance. Within four (4) hours, at a minimum.
- 5. Equipment List: Provide a list of each piece of equipment that must be available to provide the services requested under the Scope of Work.
- 6. Supply List:
 - 6.1 Provide a list of Contractor-provided cleaning supplies.
 - 6.2 Describe the control measures that Contractor will implement to prevent theft of waste of Airport supplies and resources.
- 7. Quality Assurance and Work Order Management Program:
 - 7.1 Describe the Quality Assurance and Work Order Management Program that Contractor will use for monitoring, identifying, and correcting deficiencies in the quality of service provided before the level of performance becomes unacceptable.
 - 7.2 Describe the complaint resolution program.

B. Staffing Plan

- 1. General
 - 1.1 Contractor must be fully staffed at start of the Contract period.
 - 1.2 Contractor is required to identify minimum staffing levels and maintain that staffing level at all times.

- 1.3 Supervision must be on-site at Airport at all times. All custodial services employees must receive close and continuing front-line supervision by Contractor.
- 1.4 All Employees must, at all times while on duty, be in a clean and tidy uniform, free of stains, rips, and tears. Contractor management is not required to wear a uniform, although is required to wear an identification badge at all-times while on Airport property.
- 1.5 Contractor must provide an Airport Sterile Area badge control policy.
- 1.6 Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff. Staff shall be courteous and professional towards the public and all Airport personnel.
- 1.7 Contractor must submit proposed shift schedules to ensure 24/7/365-day coverage.

2. Manager/Supervisor Requirements

- 2.1 The manager/supervisor shall serve as the main point of contact. The manager will be fully responsible for:
 - 2.1.1 Management, operation, maintenance and support operations for custodial services, new hire training, and quality control which will include reporting in order to meet cleaning standards, and coordination with Airport staff unless otherwise approved by the Airport, in writing.
 - 2.1.2 Communicates issues as soon as possible to the Airport Administrative office at 928-213-2930 ext. 0 or Airport Operations at 928-213-2936.
- 2.2 The Airport must be able to contact the manager/supervisor, or designee, seven days a week, twenty-four hours per day.
- 2.3 Any changes to the manager/supervisor position must be approved by the Airport prior to the onboarding of new personnel. Contractor would be required to submit a letter to explain and include the reason for such a requested change. A resume for the replacement manager must also be submitted for the Airport's review and approval prior to beginning work.
- 2.4 Contractor must not assign the manager any duties other than those directly related to the fulfillment of the requirements of this Contract without prior written consent of the Airport.

3. Custodial Employees

- 3.1 Contractor must provide an adequate number of custodial employees to meet the Scope of Work.
- 3.2 Contractor must provide an adequate number of human resources and administrative staff to meet the Scope of Work.

4. Weekly Staff Hours

4.1 A schedule outlining minimum weekly staff hours for front-line managers/supervisors and custodial services employees must be submitted in Contractor's proposed Operations Plan.

4.2 Contractor must keep timekeeping records that shall be available to the Airport upon request.

C. Employee Training Plan

1. Customer Service: Contractor is expected to maintain excellent customer service. Passenger comfort, safety and assistance must be a primary goal at all times. Contractor employees must be fully trained in providing customer assistance and in customer interaction.

2. Cleaning Techniques: Contractor employees must be fully trained and skilled in safe and proper custodial cleaning techniques to meet cleaning standards. Contractor must ensure all employees have been adequately trained on their specific responsibilities, to include proper and safe use of equipment and cleaning supplies, chemicals, and products.

3. Safety Programs: All employees are required to be trained in compliance with OSHA Universal Precautions and Blood Borne Pathogens. Contractor must have reviewable training manuals and/or videos and maintain sufficient documentation to demonstrate adequate training has been completed by all employees.

4. Records: All training records must be maintained through the duration of contract term and made available to the Airport upon request.

D. Cleaning Plan

1. Minimum Cleaning Frequencies: Typical services must be completed at all locations per the identified in the Airport Frequency Schedule included in this Scope of Work, unless designated otherwise. This listing may not be all-inclusive. It is Contractor's responsibility to inspect and maintain all areas of the Airport to the cleaning standards identified herein at all times.

1.2 Cleaning frequencies may be adjusted with the approval of the Airport.

2. Breakrooms: Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets, (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of trash receptacles and paper towel dispensers.

3. Bright Work (Stainless Steel, Chrome, Brass): All cleaned metal surfaces must be sanitized and free from deposits or tarnish. These items must have a uniformly bright appearance, free from spots, smudges and streaks and fingerprints. Cleaning agents must be removed from all adjacent surfaces.

4. Carpet and Floor Care

- 4.1 Contractor must provide a carpet and floor care maintenance schedule in the Operations Plan in accordance with cleaning standards and cleaning frequencies identified herein. As an end result of all carpet cleaning procedures, all carpet fibers must be free of dust, dirt soil, gum, cleaning agents, and removable stains. All cleaning solutions must be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.
- 4.2 Contractor is responsible for moving and replacing all waste receptacles and non-stationary items in the area to be cleaned. All stanchions must be moved and placed back in the same configuration as before work began. Contractor must strain all water emptied from machines prior to water being poured down any sink drain. Contractor must not remove any floor drains in any sink. Contractor may incur charges if carpet fibers are the cause of any clogged drains.
 - a. Vacuuming: Vacuum to remove all visible debris. Vacuuming must be completed at a frequency that protects the integrity of the carpet/floor and prolong wear.
 - b. Spot Cleaning: Proper spot cleaning techniques must be observed to maintain the appearance of the carpet and floor.
 - c. Extraction: The approved method for cleaning of carpet and floor areas are as follows:
 - i. Removal of all large debris
 - ii. Vacuum areas
 - iii. Pre-spray area to be cleaned with properly diluted cleaning solution
 - iv. Extract with water only
 - v. Place floor fans to ensure floors are completely dry
 - vi. Gum must be removed throughout the day.
- 4.3 Pan and Broom: All floors must be swept each night. This includes sweeping under all furniture, behind plants, machines, and waste receptacles.
- 4.4 Damp Mopping: All floors must be damp mopped each night and spot cleaned throughout the day in all non-carpeted areas. No standing water must be allowed to remain on the floor.

5. Conference/Meeting Rooms:

- 5.1 Waste receptacles must be emptied and spot cleaned. Liners must be replaced as required. Recycling containers must be emptied daily.

- 5.2 Non-carpeted floors must be swept/dust and mopped. Carpeted floors must be vacuumed. All carpets must be spot cleaned to remove stains, deposits, gum, and spills.
- 5.3 All shelves, counters, cabinets, and cases must be free of accumulated dust and debris. All tables, desks, counters, chairs, and chair legs must be wiped clean. All hard surface walls must be spot cleaned to remove fingerprints, dust, and soil.
- 5.4 Occupant's work items must remain as found and not manipulated.
6. Dusting: All surfaces up to 6 feet.
7. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, switches, buttons, controls, threshold plates, and equipment shall have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Floors must be damp mopped and free of debris. Bright work shall be maintained in accordance with standards listed herein. All adjacent areas must be free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
8. Entrance Areas: Within ten (10) feet of all building entrances, all entrance areas must be maintained clean and litter-free. Outside debris must be swept and placed in the trash. Outside debris must not be placed in planters or driveway. Gum and spills must be removed daily. Doors and doorframes must be spot cleaned, to include interior and exterior glass, cleaned to the standards listed herein.
9. Glass Cleaning: Glass is cleaned when all glass surfaces are without streaks, film, deposits, or fingerprints and have a uniform appearance. Dark or tinted glass shall be included in the custodial cleaning service.
10. Graffiti Removal: Graffiti must be removed from surfaces. Care must be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered and reported to the Airport Representative or their designee.
11. Plexiglas Shield Cleaning and Cubicle Partition Extensions: All shield surfaces shall be free of streaks, fingerprints, stains, and other substances and have a uniformly clean, bright appearance. These shields should be cleaned with a product specifically designed to prevent scratching or dulling and wiped down with a soft cloth.
12. Plumbing Fixtures, and Dispenser Cleaning: Contractor must ensure plumbing fixtures (i.e., toilets, sink basins, urinals, faucets, etc.) and dispensers when clean are free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care must be taken to ensure cleaning chemicals do not harm, dull or damage chrome finishes and do not scratch porcelain fixtures.
13. Restrooms: Contractor must ensure all restroom fixtures, faucets, countertops, shelving, partitions, mirrors, wall surfaces, urinals, toilets, toilet basins, toilet seats, toilet handles, and other touchable surfaces are cleaned and sanitized. Contractor must ensure baby changing stations, and adult changing stations are cleaned and sanitized. Contractor must ensure all dispensers are filled with supplies such as paper products, soap, hand sanitizer, and menstrual products. Contractor must ensure all trash and other waste material are emptied and the liners replaced each day.

14. Stairwells/Hallways: All walls, doors, ledges, handrails, signage and glass will have a uniformly clean appearance free from dirt, dust, stickers, gum, cobwebs, litter, cigarette butts, and debris, stains, marks, streaks, lint, and cleaning marks.
15. Wall Washing: Contractor must ensure all walls, ceilings, exposed pipes, and equipment have a uniformly clean appearance, be free from dirt, cobwebs, stains, streaks, lint, and cleaning marks after being cleaned.
16. Waste Receptacles: Waste receptacles must be emptied, and spot cleaned as needed to maintain safe and sanitary conditions. Liners must be replaced at each emptying of the receptacle. Periodically, all receptacles must be thoroughly cleaned, inside and out as needed with germicidal detergent. Contact the Airport Administrative Specialist to replace damaged waste receptacle inserts.

E. Response Time Plan:

1. Contractor must monitor, answer, and respond to all emails, cell phone calls, and other communication devices immediately.
2. Emergency Calls: An emergency call is a report of a condition and/or failure constituting immediate danger to personnel or property. This includes, but is not limited to flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. For circumstances that interrupt or otherwise adversely impact either Airport operations or property occupant operations, Contractor must respond and be present on-site within one (1) hour of notification, with appropriate equipment to clean the area per cleaning standards and remain on the job until the problem has been resolved.
3. Bio Fluid and Spill Cleanup: Upon notification of organic and bio fluid spills, Contractor must respond to the location of the call within one (1) hour of notification, with appropriate equipment to clean the area per cleaning standards and remain at the location until the problem has been resolved.
4. Unsatisfactory Cleaning Performance and Liquidated Damages:
 - 4.1 In the event that, in the assessment of the Airport, the Contractor has not met the minimum performance of the Scope of Work, the Airport may pursue liquidated damages against the Contractor as defined in the Contract.
 - 4.2 Correct unsatisfactory cleaning performance within four (4) hours, at a minimum, from time of email or verbal notification.
 - 4.2 Continued unsatisfactory cleaning performance that receives three (3) verbal notifications for the same performance deficiency will require complete resolution within 24 hours to three (3) days and may be subject to liquidated damages pursuant to the Contract.

F. Equipment List

1. Cleaning equipment utilized in the performance at the startup of this Contract must currently be operating within manufacturer's specifications. All cleaning equipment must be replaced when equipment does not meet Original Equipment Manufacturer (OEM) performance standards. Equipment must be of the size and type customarily used in work

of this nature, equipped with gel batteries and safeguards such as rollers or rubber bumpers to reduce potential damage to building surfaces, and visibly labeled with Contractor's company name. Equipment that will not be placed back in service must not be stored onsite. All small tools, such as brooms and dustpans, must be replaced as needed to ensure maximum functionality and appearance. All equipment used must be furnished by Contractor. Contractor equipment, signs, carts, barrels, and tools used within the view of the public must be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings must be professionally designed and applied.

2. The following are requirements for all cleaning equipment used by custodial cleaning service Contractors in the Airport:
 - 2.1 Vacuums: Contractor must use commercial grade vacuums with HEPA filtration or equipment that meet these standards along with a bristle beater bar to be used exclusively in all carpeted areas. Backpack and canister vacuum cleaners must be allowed for hard-to-reach places.
 - 2.2 Contractor must ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. If a piece of equipment has a down time of more than two (2) days, Contractor must lease or rent equipment and inform the Airport. Lack of equipment will not be accepted as a reason for services not to be performed.
 - 2.3 Corded equipment shall not be plugged into charging station courtesy outlets in the public areas of the Airport. Contractor's employees shall not connect multiple extension cords together (daisy-chain) when operating corded equipment. Contractor may be responsible for any damage incurred to electrical outlets and outlet covers caused by the improper disconnection of equipment. De-energized outlets must be reported to the Airport immediately.

G. Supply List

1. Contractor must furnish all cleaning and sanitation chemicals, cleaning supplies, and other cleaning accessories. Sufficient inventory of all supplies shall be maintained at all times.
2. Chemical Supplies must meet and are guaranteed by the manufacturer, to equal or surpass the test methods developed by the American Society of Testing Material (ASTM) for chemicals to be used in public buildings. This list is not inclusive, but the minimum standards required: carpet spot remover/cleaner, disinfectants, germicide, mild detergent, metal cleaner/polish, furniture polish, bathroom deodorizers, and graffiti cleaner. Contractor must provide and maintain an SDS binder at each location.
3. Contractor must provide feminine hygiene products for tampon and sanitary napkin vending machines. Contractor shall ensure tampon and sanitary napkin vending machines are stocked at all times. Contractor shall receive all of the money deposited in the tampon and sanitary napkin vending machines. Contractor shall not be required to replace or repair any defective or damaged dispensers or any parts thereof, except for damage to tampon and sanitary napkin dispensers that is a direct result of neglect or damage caused by Contractor. Contractor employees shall report any defective or damaged dispensers or any parts thereof to the Airport.

4. Safety Data Sheets (SDSs) must be submitted within fifteen (15) days after Contract award for each chemical product listed in Contractor provided cleaning supplies list. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the Airport. Contractor shall provide required safety and health training for Employees on each product offered and for proper use, storage, and disposal. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. All products must be labeled per 29CFR 1910.1200.
5. Describe the control measures that Contractor will implement to prevent theft of waste of Airport supplies and resources.

H. Quality Assurance and Work Order Management Program

1. Describe the Quality Assurance and Work Order Management Program that Contractor will use for monitoring, identifying, and correcting deficiencies in the quality of service provided before the level of performance becomes unacceptable.
2. Describe the complaint resolution program.
3. Describe the communication plan that details how supervisory staff communicates with field staff and to the manager/supervisor.
4. Reporting
 - 4.1 Up to date inspection reports
 - 4.2 Inspection and corrective action history
 - 4.3 Restroom deep cleaning schedule
 - 4.4 Up to the minute availability of the cleaning schedule by area
 - 4.5 Immediate report of equipment failures that will result in an inability to meet the Scope of Work
 - 4.6 Work orders called in for needed repairs
 - 4.7 Response time to trouble calls
 - 4.8 Trend report analysis
 - 4.9 Daily, weekly, and monthly reporting
 - 4.10 Weekly Labor Hours Reporting
 - 4.11 Provide a daily security control log (form provided by Airport)

**EXHIBIT A.2
AIRPORT MINIMUM CLEANING FREQUENCY SCHEDULE**

Typical services must be completed per the following frequencies, unless designated otherwise. This listing may not be all-inclusive. It is the Contractor's responsibility to inspect and maintain all areas of the facilities to the cleaning standards identified herein at all times. Cleaning frequencies may be adjusted upon written request of the Airport Representative or with the written approval of the Airport Representative.

BASIC SERVICES		
SERVICES	SHIFT	FREQUENCY
Floors/Carpeted		
Vacuum all open carpeted areas (public & holdroom)	Second	Daily
Spot clean carpet	Second	Weekly
Floors/Non-Carpeted		
Dry Mop	Second	Daily
Wet Mop	Second	Weekly
Doors		
Clean all non-glass doors & door jams	Second	Weekly
Clean all glass doors and entrance side glasses	Second	Daily
Windows		
Interior low spot clean (below 6 ft.)	Second	Weekly
Exterior low spot clean (below 6 ft.)	Second	Weekly
Stainless Steel		
Water Fountains - Clean and Disinfect	Second	Daily
Elevator buttons, doors & handles	Second	Daily
Baggage claim area	Second	Weekly
Stairs & Stair Landing		
Glass cleaning and wiping safety rails	Second	Weekly
Sweep or vacuum	Second	Weekly
Sitting areas (upstairs, downstairs and holdroom)		
Wipe and dust - seats and base	Second	Daily
Dusting - Low dust (below 6 ft.)	Second	Weekly
Vacuum upholstery	Second	Weekly
Admin & TSA Offices		
Vacuum all carpeted areas (under desks, tables, chairs)	First	Daily
Wastebaskets - Empty (change liners as needed)	First	Daily
Conference Room		
Wipe down tables	Second	Daily
Disinfect seats	Second	Weekly
Dry mop	Second	Daily
Wet mop	Second	Weekly

Empty trash containers	Second	Daily
Elevator		
Clean - walls, buttons and handrails	Second	Daily
Remove debris from threshold	Second	Daily
Sweep out trash from floor or vacuum	Second	Daily
Trash & Recycle Containers (Indoors & Front Walkway)		
Trash - Empty all and replace liner as needed	First & Second	Daily
Empty Liquid disposal bin	Second	Daily
Recycling - Empty all. Do not use plastic liners	First & Second	Daily
Public TTY and Curtesy phones, Kiosks and Displays		
Wipe down	Second	Daily
Terminal Curb (Outdoors)		
Remove trash under walkway canopy - including cigarette butts, bottle caps, etc.	First & Second	Daily
Rest Rooms		
Clean & pour disinfectant in floor drain	Second	Daily
Clean and sanitize stalls, commodes & urinals	First & Second	Daily
Clean mirrors	First & Second	Daily
Clean toilets, urinals, walls surrounding urinal & toilet partitions	First & Second	Daily
Clean sinks and chrome	First & Second	Daily
Refill soap dispensers	First & Second	Daily
Empty napkin disposal and change liner	First & Second	Daily
Wet mop and disinfect	First & Second	Daily
Refill toilet paper dispensers	First & Second	Daily
Clean & disinfect walls	Second	Daily
Empty trash containers	First & Second	Daily
Fill seat cover dispenser	First & Second	Daily

Water Fountains and Fill Stations		
Wipe down	First & Second	Daily
Remove scale and hard water stains	Second	Weekly
Additional Items		
Hangar bathrooms including cleaning/disinfecting sinks, urinals & toilets. Refilling soap, toilet paper, papertowel, ETC. Sweeping and moping, emptying trash, etc.	3x a week (Mon-Wed-Fri) - Either Shift	
TOTAL BASIC SERVICES		

QUARTERLY SERVICES		
High dusting wood beams, ceiling fans and exposed interior roofing (above 6 ft.)	Second	Quarterly
High window cleaning interior and exterior (above 6 ft.)	Second	Quarterly
Deep carpet cleaning/shampooing	Second	Quarterly
Spot clean, removing cobwebs and marks from walls/columns/pillars.	Second	Quarterly
Clean Interior & Exterior of all trash bins (indoor and outdoors)	Second	Quarterly
TOTAL QUARTERLYSERVICES		

AS-REQUESTED SERVICES		
Additional High Dusting (above 6 feet)		
Additional restroom clean up		
Police sub-station		
Bio-hazard emergency clean up		
Restaurant clean up		
TOTAL AS-REQUESTED SERVICES		

Exhibit A.3

CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM

AIRPORT

Please fill boxes highlighted in Yellow with pricing

BASIC SERVICES					
SERVICES	FREQUENCY				LUMP SUM
	ALL SHIFTS	DAY SHIFT ONLY	NIGHT SHIFT ONLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)			X		
Spot clean carpet				X	
Floors/Non-Carpeted					
Dry Mop			X		
Wet Mop				X	
Doors					
Clean all non-glass doors & door jams				X	
Clean all glass doors and entrance side glasses			X		
Clean all glass panels next to doors			X		
Windows					
Interior low spot clean (Below 6 ft.)				X	
Exterior low spot clean (below 6 ft.)				X	
Stainless Steel					
Water Fountains - Clean and Disinfect			X		
Elevator buttons, doors & handles			X		
Baggage claim area				X	
Stairs & Stair Landing					
Glass cleaning and wiping safety rails				X	
Sweep or vacuum				X	
Sitting areas (upstairs, downstairs and holdroom)					
Wipe and dust - seats and base			X		
Dusting - Low dust (to 6 foot height)				X	
Vacuum upholstery				X	
Admin & TSA Offices					
Vacuum all carpet (under desks, tables, chairs)		TSA Office	X		
Wastebaskets - Empty (change liners as needed)		TSA Office	X		
Trash & Recycle Containers (Indoors)					
Trash - Empty all and replace liner as needed		If needed	X		
Empty Liquid disposal bin			X		
Recycling - Empty all. Do not use plastic liners in employee offices. Clean Interior & Exterior as needed.		If needed	X		
Trash & Recycle Containers (Outdoors)					
Trashcans on terminal curb - Empty all and replace liner as needed		If needed	X		
Trashcans in parking lots - Empty all and replace liner as needed		If needed	X		
Terminal Curb (Outdoors)					
Front Entry Way Under Canopy - Blow & remove trash			X		
Remove trash & articles including cigarette butts, bottle caps, etc.	X				
Elevator					
Clean walls, buttons, handrails			X		
Remove Debris from threshold and sweep or vacuum			X		
Empty liquid disposal bin			X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AIRPORT

Public TTY and Courtesy Phones, Kiosks, Displays	
Wipe down	X
Rest Rooms	
Clean & pour disinfectant in floor drain	X
Clean and sanitize stalls, commodes & urinals	X
Clean mirrors	X
Wash urinals, walls surrounding urinal & toilet partitions	X
Clean sinks and chrome, fill soap dispensers	X
Empty napkin disposal and change liner	If needed X
Wet mop and disinfect	X
Fill toilet paper dispenser	X
Clean & disinfect walls	X
Empty trash containers	X
Fill seat cover dispenser	If needed X
Additional Items	
Hangar bathrooms including cleaning/disinfecting sinks, urinals & toilets. Refilling soap, toilet paper, papertowel, ETC. Sweeping and mopping, emptying trash, etc.	3x a week (Mon-Wed-Fri)
TOTAL BASIC SERVICES	\$8,600.00

QUARTERLY SERVICES		
SERVICES	FREQUENCY	LUMP SUM
High dusting wood beams, ceiling fans and exposed interior roofing (above 20 feet)	Quarterly	\$2000 (Includes man lift rental for 1 day)
Clean Interior & Exterior of all trash bins (indoor and outdoors)	Quarterly	\$80
TOTAL QUARTERLY SERVICES		

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST (MONTHLY)	ESTIMATED HOURS	EXTENDED PRICE (YEARLY)
Basic Services (Daily,Weekly)	MONTHLY - Times 12	\$8,600.00	9	\$103,200.00
Quarterly Services	QUARTERLY - Times 4	\$2,080.00	16	\$8,320.00
TOTAL ANNUAL CONTRACT AMOUNT				\$111,520.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AIRPORT

AS REQUESTED SERVICES		
SERVICE	FREQUENCY	LUMP SUM
Additional High Dusting (above 6 feet)	As needed	\$90.00
Restroom Cleanup	As needed	\$15.00
Police Substation - Clean entire area	As needed	\$8.00
Restaurant Clean up - Clean entire area	As needed	\$25.00
High window cleaning interior and exterior (above 20 feet)	As needed	\$5,800 (includes man lift rental for 3 days)
Conference Room		
Wipe down tables	As needed	
Disinfect seats	As needed	
Dry mop	As needed	
Wet mop	As needed	
Empty trash containers	As needed	
Lump Sum for Conference Room cleaning		\$15

QUARTERLY SERVICES		
SERVICES	FREQUENCY	LUMP SUM
High dusting wood beams, ceiling fans and exposed interior roofing (above 20 feet)	Quarterly	\$2000 (Includes man lift rental for 1 day which is about \$1,000 a day)
Clean Interior & Exterior of all trash bins (indoor and	Quarterly	\$80
High window cleaning interior and exterior (above 20 feet)	Quarterly	\$5,800 (includes man lift rental for 3 days can be done in less days depending on airport schedule, man lift is about \$1,000 a day)
Spot Clean, removing cobwebs and marks from walls, columns, pillars)	Quarterly	\$200 (does not include man lift rental which may be needed. Can be done on the same day on other quarterly services
Total		\$8,080 (If airport schedule permits, high dusting and window washing can be done on the same days lead to less days needing the man lift and a lower price.)

EXHIBIT B

TERMS AND CONDITIONS (AIRPORT CUSTODIAL CONTRACT)

IN GENERAL

1. PARTIES:

- 1.1 The terms "City of Flagstaff", "City", and/or "Airport" may be used interchangeably to refer to the City of Flagstaff, Arizona.
- 1.2 The City and the contractor identified in the underlying Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
- 1.3 Where the term "Employee(s)" is used in the Contract, it refers to the employees or subcontractors of Contractor.

2. NOTICE TO PROCEED: Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. LICENSES AND PERMITS: Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. NON-EXCLUSIVE: Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. SAMPLES: Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. PURCHASE ORDERS: The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. QUALITY: Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. MATERIALS: Contractor shall furnish cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other product necessary to provide the custodial services. Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the

City. At the request of City representatives. Contractor shall use "green seal" compliant cleaning products in those City facilities that may choose to do so. Contractor shall provide a complete list of all the products they plan to use in the performance of the Contract. The City reserves the right to require that Contractor change cleaning materials if Contractor's cleaning products are not, in the City's opinion, providing effective sanitation, desired finish or durability, and/or a clean appearance.

10. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.
11. **ACCEPTANCE:** All materials and services provided by the Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
12. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
13. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination: Flagstaff Pulliam Airport, 6200 South Pulliam Drive, Suite 204, Flagstaff, Arizona 86005, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
14. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
15. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
16. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
17. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
18. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
19. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and

(c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

- 20. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.

PAYMENT

- 21. INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
- 22. LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
- 23. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 24. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 25. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 26. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 27. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 28. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

29. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
30. **CONTROL:** Contractor shall be responsible for the control of the work.
31. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
32. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
33. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
34. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
35. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

36. **RECORDS:** The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five years after completion of the Contract.
37. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
38. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

39. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

40. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

41. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
42. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
43. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
44. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
45. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
46. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
47. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 48. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 49. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 50. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
- 51. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the Employees of Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

AVIATION SECURITY PROCEDURES

52. EMPLOYEE BACKGROUND SCREENING:

- 52.1 Contractor agrees that all Employees that perform work under the Contract shall be subject to background and security checks and screening (Background Screening) to determine their suitability to work under a City Airport contract in order to protect our facilities and resources. Contractor must pay for the cost of all Background Screenings.
- 52.2 The City will provide training on familiarization with local Airport operations, including security procedures and communications so that Contractor and its Employees are aware of and understands security measures.

- 52.3 The City may make further security inquiries. Whether or not further security inquiries are made, the City may, in its sole discretion, accept or reject any, or all, of the Employees proposed by Contractor for performing work under the Contract.
- 52.4 The Background Screening requirements set forth in this Section are the minimum requirements for the Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under the Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Employees, shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under the Contract.
- 53. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS AND INDEMNITY:** A breach of this Section by Contractor shall be deemed a material breach of the Contract. In addition to any other indemnification provision in the Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including Contractor's disqualification of any Employee or the City's failure to enforce this Section.
- 54. CONTINUING DUTY AND AUDIT:** Contractor's obligation to ensure that all Employees pass a Background Screening shall continue throughout the entire term of the Contract. Contractor shall immediately notify the City of any change to an Employee's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.
- 55. FLAGSTAFF PULLIAM AIRPORT STERILE AREA SECURITY BADGE REQUIREMENTS:**
- 55.1 Contractor shall not allow an Employee to begin work under the Contract until the Employee passes a fingerprint-based criminal history background check required by federal law (49 C.F.R. § 1542.209) and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303).
- 55.2 The Flagstaff Pulliam Airport Sterile Area Security Badge will grant the Employee unescorted access authority only to the area or areas of the Flagstaff Pulliam Airport that the Employee must enter to perform work under the Contract.
- 55.3 When an Employee's work in any area ends, the Employee's access to that area shall end. Any Employee that attempts to enter a restricted area or sterile area, without proper authority is an immediate breach of the Contract.
- 56. BADGE, KEY AND/OR PROXIMITY ACCESS CARD HANDLING PROCEDURES**
- 56.1 Stolen or Lost: Contractor shall immediately report any lost or stolen Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards to the City Representative. A new security application must be completed and submitted along with payment of the applicable fee prior to issuance of a new badge, key and/or proximity access card.

- 56.2 Return: All Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards are the property of the City of Flagstaff and must be immediately collected by the Contractor's Representative and returned to the City Representative within one (1) business day after the Employee's access to the Airport is no longer required under the Contract. Contractor shall collect the badge, keys and/or proximity access cards when there is an Employee resignation, transfer, lay-off, medical leave, termination, leave of absence, or when the Contract terminates, is cancelled, or expires, whichever occurs first. Failure to notify or return Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards is a violation of the Airport Security Rules & Procedures.
- 56.3 Employee Identification and Access: Employees must have a Flagstaff Pulliam Airport Security Badge and some form of verifiable company identification in their possession at all times while working under the Contract. Employees are strictly prohibited from entering any area of the Airport that is not authorized by the Flagstaff Pulliam Airport Sterile Security Badge issued to them by the City. An Employee's access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.
- 57. CONTRACTOR'S SECURITY BREACH:** Contractor agrees that the access and security requirements under the Contract are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of the Contract upon the occurrence of any of the following:
- 57.1 An Employee gains access to a restricted or secured area of the Airport without the Flagstaff Pulliam Airport Sterile Area Security Badge, keys and/or proximity access card.
- 57.2 An Employee uses another person's Flagstaff Pulliam Airport Sterile Area Security Badge, key and/or proximity access card to gain or attempt to gain access to a restricted or secured area of the Airport.
- 57.3 An Employee begins work under the Contract without passing the appropriate Background Screening and being issued the Flagstaff Pulliam Airport Sterile Area Security Badge.
- 57.4 An Employee or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain a Flagstaff Pulliam Airport Sterile Area Security Badge.
- 57.5 Contractor fails to collect and timely return an Employee's Flagstaff Pulliam Airport Sterile Area Security Badge, key and/or proximity access card to the City within one (1) business day of: (1) the date the Employee's employment terminates; or (2) when the Contract terminates, is cancelled, or expires, whichever occurs first.
- 58. LIQUIDATED DAMAGES AND REMEDIES FOR BREACH OF AVIATION SECURITY PROCEDURES:** In addition to any other remedy available to the City at law or in equity, including the right to terminate the Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$500.00 for the breach of the security procedures for the Flagstaff Pulliam Airport and for each time a Employee enters a restricted

or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time the Contract was entered into.

PERFORMANCE

59. CONTRACT PERFORMANCE

- 59.1 Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the Airport. City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor.
- 59.2 Contractor shall have from 24 hours to three (3) days from that (depending on the circumstance) to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the Contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

60. CITY PROVIDED RESOURCES

60.1 Storage Space:

- 60.1.1 The City will provide Contractor storage space and utilities at the Airport as reasonably necessary for the performance of the Scope of Work at no cost to Contractor. Internet, phone connections and services are not included in the utilities provided by the City.
- 60.1.2 The use of City-provided space will be on a space available basis and subject to the approval of the Airport. The City will provide the following:
- 60.1.2.1 Storage room and janitor closet for supplies and charging equipment.
- 60.1.2.2 Equipment repair location.
- 60.1.3 City-provided space will be maintained in a clean, safe manner in accordance with all applicable codes and regulations and is subject to inspection at all times. Janitorial storage closets must remain closed and locked at all times.
- 60.1.4 No materials or equipment will be stored, temporarily set in restrooms or other spaces accessible to the public.
- 60.1.5 If storage is in an electrical closet, a minimum of thirty-six inches will be provided in front of all electrical panels. The width of working space in front

of the electrical equipment will be the width of the equipment or thirty inches, whichever is greater. In all cases, the workspace must permit at least a ninety-degree opening of equipment doors or hinged panels.

60.1.6 Contractor will not use the space provided by the City to support any other functions of the company. The City reserves the right to evict Contractor from the office or storage space if Contractor violates this requirement.

60.1.7 Any changes to the space must be approved by the City and are at Contractor's expense.

60.2 Keys and/or proximity access cards: The City will provide Contractor keys and/or proximity access cards necessary for the performance of the Contract. Contractor will exercise all reasonable efforts to ensure the safe keeping of City provided keys and/or proximity access cards. Contractor is required to perform an annual audit of the keys and/or proximity access cards and submit to the City. Any lost keys and/or proximity access cards shall be reported immediately to City Representative.

61. CONTRACTOR-PROVIDED RESOURCES

61.1 Uniforms: Uniforms shall consist of a shirt with company logo and approved pants, skirts, or dresses. If jackets or sweaters are worn, they shall coordinate with the uniform and clearly bear the company logo. Employees shall be in an approved uniform that is clean, neat, and free from tears, holes, frayed edges, and body odor. Open-toed shoes, shorts, and non-company logo hats/caps/beanies are not acceptable. Contractor must submit a description and photo of proposed uniform for the City's approval to ensure the uniform is professional/appropriate.

61.2 Office Equipment: If applicable, Contractor shall provide office equipment, such as desks, computers, phones, and copiers. All internet, phone connections and services will be provided by Contractor.

61.3 Vehicles: Contractor shall be responsible for providing all support vehicles required to effectively and efficiently operate, manage and support the services necessary to fulfill the requirements of the Contract. Vehicles driven on the airfield shall be marked with the company name and/or logo approved by the City.

61.4 Communication Devices/Cell Phones: Contractor must provide cellular communication devices to shift supervisors and necessary Employees.

62. CONTRACTOR TRANSITION

62.1 Onboarding of Contractor: Contractor must attend start-up meetings with the City no less than 30-45 days prior to the Contract start date. Such meetings may include a walk-through of the Airport. The intent of the meetings is to review the proposed transition plan and expectations.

62.2 Offboarding of Contractor: Thirty (30) days prior to the end of the Contract, Contractor Representative and the City Representative shall schedule a walk-through inspection of the Airport to review cleanliness. If the cleanliness level is below cleaning standards established by the terms, conditions, and provisions of the

Contract, Contractor shall correct issues identified to meet cleaning standards prior to the Contract termination date. If cleaning standards have not been corrected by Contractor by that date, the City shall be credited 50% of Contractor invoiced cost from the last monthly invoice for the location not meeting standards.

62.3 At the termination of the Contract, or at the request of the City Representative, Contractor must return all security badges, keys, proximity access cards, and all other City property issued to Contractor. Contractor may be held liable for replacement costs, locksmith costs to rekey and reprogram these items if not returned. Funds may be withheld from any amounts otherwise due and payable to Contractor.

- 63. **COMMUNICATION IN ENGLISH:** It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
- 64. **EMPLOYEE PARKING & TRANSPORTATION:** Contractor is fully responsible for any logistics regarding the parking of Employee vehicles and transportation of Employees to/from the site assignment to arrive and or leave at the start or end times of the Employee's work schedule. Employee parking is provided by the City at the Flagstaff Pulliam Airport at no cost during Contractor employee assigned work hours.
- 65. **ADDITIONAL SERVICES:** The City may request custodial services for areas not specified in the Contract if other custodial services are deemed necessary. These additional services will be covered within Contractor's proposed hourly rate as specified in the Scope of Work.
- 66. **ALTERATION OF WORK:** The City reserves the right to make alterations in specific work hours as necessary or desirable. Such changes will not invalidate the Contract or release the surety. Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

DEFAULT AND TERMINATION

- 67. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 68. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 69. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein (including Liquidated Damages).

70. CONDITIONS AND CAUSES FOR TERMINATION FOR DEFAULT

- 70.1 The City reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
- 70.1.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
 - 70.1.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the Contract;
 - 70.1.3 In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - 70.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; and/or
 - 70.1.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

- 71. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 72. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of Contractor's final invoice.
- 73. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
- 74. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

- 75. SUSPENSIONS OF WORK:** The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to Contractor, other than to adjust the Contract completion/delivery requirements.
- 76. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 77. ASSIGNMENT OF DUTIES:** During the Contract term, if the City determines that Contractor's performance is deficient and the deficiencies are not resolved in a manner satisfactory to the City and in compliance with Contract requirements, the City reserves the right to assign some or all these services to another custodial contractor until the City, in its sole discretion, determines that Contractor's performance deficiencies are resolved. The City may recover the excess costs for such services by: (1) deduction from Contractor's unpaid balance due; (2) collection against the performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 78. OBLIGATIONS:** Contractor will not assert the failure or performance deficiencies of any other custodial contractor as justification for Contractor's own failure to perform any performance obligation under the Contract.

LIQUIDATED DAMAGES

- 79. GENERAL:** In addition to any other remedy available to the City at law or in equity, Contractor will be liable for and must pay to the City the amounts listed below for each violation by Contractor. The Parties further agree that the violations below will result in the City incurring damages that are impractical or impossible to determine, and Contractor agrees that the amounts listed below are reasonable approximation of such damages. The City may impose liquidated damages as follows:

Item No.	Description	Fee
1.	Insufficient Employees to provide satisfactory performance.	\$50 per violation
2.	Recurring issues of insufficient performance that have been previously reported but not rectified.	\$50 per violation
3.	Re-inspection of work not performed correctly as determined by the Site Representative and/or Facilities Superintendent requiring corrective action and reinspection	\$50 per re-inspection
4.	Failure to meet response times stated in the Contract for emergency calls, bio-fluid and spill clean-up, and unsatisfactory cleaning performance.	\$200 per violation

5.	Contractor Employees not in uniforms.	\$50 per violation
6.	Wastewater from cleaning equipment no filtered/strained prior to dumping into City sanitary systems.	\$1,000 per violation
10.	An employee possessing a deadly weapon as defined by Arizona Law (A.R.S. § 13-3101(A)(1)).	\$2,000 per violation
11.	Contractor and/or its Employees failure to comply with drug and alcohol policies of the City.	\$1,000 per violation
12.	Contractor and/or its employees fail to comply with Airport badging, access and security policies	\$500 per violation

- 80. NOTICE:** Prior to the imposition of a liquidated damages assessment, Contractor will be notified in writing by the City. The City's notice will include a brief narrative apprising Contractor of the time, place, and nature of the violation(s). The notice will set forth those facts substantiating the violation. Contractor will be afforded an opportunity to respond, in writing, within twenty-four (24) hours from date and time of the notice. Contractor's failure to respond within this specified time will be deemed that the violation occurred.
- 81. CURE:** Contractor must agree to properly cure any default within 24 hours to three (3) calendar days (depending on the circumstance) from the date the notice of default is sent by the City to correct any unsatisfactory performance. If, in the opinion of the City, the unsatisfactory condition is not corrected within the time specified, then liquidated damages may be applied at the discretion of the City Representative and/or their designee.
- 82. PAYMENT OF LIQUIDATED DAMAGES:** All amounts owed by Contractor are due and payable to the City within thirty (30) calendar days from the date of the notice of violation. The amount payable will be deducted from Contractor's invoice on the next month's invoice statement. Any amount unpaid after 30 days is delinquent and is subject to a delinquent account fee.

MISCELLANEOUS

- 83. COOPERATIVE PURCHASE CONTRACTS:** Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the Contract awarded to the Contractor based upon the competitive procurement process used by the City of Flagstaff for the Contract.
- 84. ADVERTISING:** Contractor shall not advertise or publish information concerning the Contract with the City without the prior written consent of the City.
- 85. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 86. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

- 87. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 88. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 89. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 90. FORCE MAJUERE:**
- 90.1 There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
- 90.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
- 90.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 91. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 92. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 93. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, the Contract

terminates, except that if the Contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

AIRPORT SPECIFIC REQUIREMENTS

- 94. NATIONAL EMERGENCY:** The Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.
- 95. RIGHT TO AMEND:** If the United States, acting through the Transportation Security Administration, Federal Aviation Administration, or any other agency requires modification of the Contract as a condition to the grant or funds for airport improvement, Contractor agrees to such modification and will execute any document reasonably required to provide evidence of such agreement.
- 96. LOST AND FOUND ITEMS:** Contractor must call the Airport Administrative office at 928-213-2930 ext. 0 or Airport Operations at 928-213-2936 immediately to report unattended or found items. Contractor employees must remain with the found items until appropriate City staff responds to take custody of the items.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
b. Umbrella Coverage	\$2,000,000
c. Automobile Liability	
Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	
d. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
e. Professional Liability	\$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.