



City of Phoenix

INVITATION FOR BID
IFB 25-SWDD-028
ENVIRONMENTAL ANALYSIS AT CITY LANDFILLS

City of Phoenix
Public Works
200 W Washington St
7th Floor
Phoenix, AZ
85003

RELEASE DATE: September 18, 2024

DEADLINE FOR QUESTIONS: October 7, 2024

RESPONSE DEADLINE: October 9, 2024, 11:00 am

City of Phoenix
INVITATION FOR BID
IFB 25-SWDD-028
Environmental Analysis at City Landfills

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1. Introduction

1.1. Summary

The City of Phoenix has actively been performing annual, semi-annual or quarterly environmental groundwater monitoring at the City landfill sites since 1986 and is engaged in long-term monitoring at these sites. Due to the long-term nature of the monitoring program, the quality, reliability and continuity of the environmental data gathered is of prime concern to the City. The continuity of high quality service and qualified laboratory personnel throughout the duration of the Contract is required of the Contractor. Additionally, Contractor's working for the City shall be able to defend and produce past data on the City's behalf for the work they perform under the contract. Laboratories must be certified in the analytical methods by the Arizona Department of Health Services (ADHS).

1.2. Contact Information

Sean Wulfekule

Contracts Specialist II *Lead

200 W Washington St

7th Floor

Phoenix, AZ 85003

Email: sean.wulfekuhle@phoenix.gov

Phone: [\(602\) 534-0095](tel:(602)534-0095)

Department:

Public Works

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local time. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Sean Wulfekule) at (602) 534-0095/Voice or 711/TTY, or sean.wulfekuhle@phoenix.gov, no later than two (2) weeks prior to the meeting.

| | |
|--------------------------------|--------------------|
| Solicitation Issue Date | September 18, 2024 |
|--------------------------------|--------------------|

| | |
|---|---|
| Pre-Offer Conference (Non-Mandatory) | October 2, 2024, 9:00am https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwMDZjNGUtMGUzYy00MTIzLTgwZGIhNzdkYTJjYjA2NjZh%40thread.v2/0?context=%7b%22id%22%3a%2296b9695c-4f0e-42bd-8adf-ba755760346b%22%2c%22oid%22%3a%226a42fd8b-ef0e-4ba7-9d5a-a76b0fb490dc%22%7d Meeting ID: 246 068 213 491 Passcode: fjQe2X |
| Written Inquiries Due Date | October 7, 2024, 11:00am |
| Offer Due Date | October 9, 2024, 11:00am https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m22d7639c2f76d49e34eb79c38fd1aecf |

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Environmental Analysis at City Landfills for a three-year term, with two option years commencing on or about November 1, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

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

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

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

2.5. Pre-Offer Meeting

Offerors may attend the pre-proposal meeting via Cisco WebEx at the date and time listed in the schedule of events. Please register for this meeting by emailing the Procurement Officer listed on the front page.

2.6. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.7. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the

requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.8. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.9. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.10. Business in Arizona

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

2.11. Licenses

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

2.12. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.13. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

For Electronic Submittal: Please submit your response via email to pwd.solicitations@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

Delivery of Offers: If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Due Date

2.14. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized

representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.15. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.16. Pre-Award Qualifications

Offeror must have been in operation a minimum of two years. The Offeror's normal business activity during the past two years will have been for providing the goods or services in this solicitation.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

2.17. Award of Contract

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

A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

3. Safety record; and,
 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.18. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

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

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

2.19. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

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

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

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

2.20. Public Record

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

2.21. Late Offers

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

2.22. Right to Disqualify

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

2.23. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.24. Determining Responsiveness and Responsibility

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

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

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

2.25. Equal Low Offer

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

3. Scope of Work

3.1. Introduction

The City is currently performing groundwater analysis at five of its landfills as listed in the table below. The number of wells monitored, frequency of monitoring, and sample sets for all landfills shown below indicate approximate expected conditions, which are subject to change over the duration of the contract. Laboratories must be certified in the analytical methods by the Arizona Department of Health Services (ADHS).

3.2. GROUNDWATER MONITORING

| LANDFILL | FREQUENCY OF MONITORING | WELLS | SAMPLE SETS |
|----------------|-------------------------|-------|-------------|
| 19th Avenue | Quarterly* | 18 | 24 |
| Del Rio | Annual | 3 | 5 |
| State Route 85 | Semi-Annual* | 6 | 8 |
| 27th Avenue | Semi-annual | 11 | 14 |
| Skunk Creek | Semi-annual | 6 | 8 |

*Occasional monthly sampling for individual constituents at specific wells may be required

3.3. WASTEWATER MONITORING

| LANDFILL | FREQUENCY OF MONITORING | SAMPLE SETS |
|---|-------------------------|-------------|
| 19 th Ave - Cell A Condensate | Annual | 1 |
| 19 th Ave - Cell A-1 Condensate | Annual | 1 |
| Del Rio Condensate | Annual | 1 |
| State Route 85 Condensate | Annual | 1 |
| Deer Valley (Cave Creek Golf Course) Condensate | Annual | 1 |
| State Route 85 Brine, Leachate and Condensate | Annual | 3 |
| State Route 85 APP RO Wastewater | Annual | 2 |

The 19th Avenue, Del Rio, and 27th Avenue Landfills are located in south Phoenix along the Salt River. The Skunk Creek Landfill is located north of Pinnacle Peak Road along Interstate 17. The Deer Valley Landfill (Cave Creek Golf Course) is located just south of Greenway Parkway on 19th Avenue. The State Route 85 Landfill is located in Buckeye, Arizona one mile west of the intersection of State Route 85 and Patterson Road.

The majority of analysis work to date at the landfills has consisted of groundwater, condensate and Brine water samples. However, the possibility exists for occasional drinking water, leachate, air, soil, sediment and surface water samples to be taken at the landfills or other City locations.

The State Route 85 Landfill is also the site of a reverse osmosis public drinking water system and two production wells which supply water to the drinking water system. Analysis of samples from the reverse osmosis public drinking water system and associated production wells may also be required. All analysis must be conducted in accordance with 40 Code of Federal Regulations (CFR) Part 141, Subpart C, as incorporated by reference in R18-4-105, Arizona Administrative Code (AAC). All results must be submitted on Arizona Department of Environmental Quality (ADEQ) approved forms in accordance with 40 CFR Part 141 Subpart D as incorporated by reference in R18-4-106, AAC.

3.4. SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, tools, insurance, supervision, and all other items incidental thereto and perform all work necessary as specified in the prescribed manner and time to provide the specifications as set forth in this IFB. This contract will be awarded to multiple vendors.

3.5. Sample Containers

The successful Contractors will provide a proposal that will provide the City with a turn-key program that will include, but not be limited to:

- A. Provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the Contractor prior to field sampling. If sample method does not allow for the preservative to be added to the sample prior to sampling, then the appropriate preservative shall be provided in a separate container. Sample containers shall be pre-labeled identifying the landfill name, analyses type requested and preservative used. The sample label will correspond to information contained in the chain of custody forms and shall include blank areas for the sample identification number, the date and time the sample was taken, the location of field sampling, and the initials of the sampler.
- B. Samples for volatile organic analyses shall be collected in duplicate in order to provide backup samples for quality control or in the event of sample loss. (Note: At least four bottles should be provided for volatile organic compound sampling, which includes two bottles for duplicates.) A trip blank preserved with the appropriate preservative, if applicable, will be provided by the Contractor and analyzed at no additional cost for volatile samples. The trip blanks should be provided for each cooler containing volatile organic compounds. Aqueous samples to be tested for semi-volatiles, pesticides, PCB'S, phenols, and total organic halides shall be contained in amber glass bottles with Teflon-lined septums.
- C. At least two gallons of nanopure (Crystal, look online for this. Can the name be changed?) distilled water and two liters of organic-free water shall be provided for each

week of scheduled sampling. Sufficient water must be provided to ensure that field blanks can be collected as needed and additional water shall be provided if needed for field blanks.

- D. The Contractor shall provide analysis documentation, at the beginning of each sampling round, verifying the quality of the water used in the trip blanks and the nanopure distilled water and organic-free water supplied to be used for field blanks taken during the sampling round. Coolers, sample containers and water shall be delivered to the sample pickup point at the 27th Avenue Solid Waste Management Facility, 3060 South 27th Avenue or other City-designated location. Landfill sampling is completed on a quarterly basis, thus the analysis documentation of water quality shall be provided at least quarterly. Because of the large quantity of water used at the laboratories, other documentation methods used by the laboratory to verify water quality may be provided (such as stationary blanks), if the laboratory can document the quality of the water used for the trip blanks and field blanks.

3.6. Chain of Custody

All chain of custody manifest forms shall be provided by the Contractor. Chain of Custody forms will be preprinted with the City contact information and analyses requested. The City will review and approve the pre-printed Chain of Custody forms prior to initial use. Due to space limitations on the Chain of Custody form, the analysis information can be provided on a sheet attached to the Chain of Custody. One pre-printed chain of custody manifest shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included at the end of each individual analysis report. An example of the Contractor's chain of custody manifest form shall be submitted with the bid. Chain of custody seals shall be provided for all sample and/or shipping containers. The Contractor and any and all subcontractors shall utilize standard U.S. Environmental Protection Agency (EPA) chain of custody procedures in accordance with Arizona Department of Health Services (ADHS) and ADEQ rules.

3.7. Transportation

The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the 27th Avenue Solid Waste Management Facility at 3060 South 27th Avenue, Phoenix, Arizona or other City-designated location. Field samples shall be delivered and picked up between 7:00 a.m. and 3:30 p.m. Though standard sampling is generally done by 2:00 p.m. all samples must be picked up by 3:30 p.m. The City will notify the Contractor a minimum of two (2) hours prior to the requested sample pickup time. The Contractor shall provide all necessary shipping containers and a method to keep the containers cool during transport. The City will provide ice to cool the samples if appropriate and requested by the Contractor.

3.8. Sample Control

Any sample or trip blank found by the Contractor to be in unacceptable condition, or rendered unacceptable for analysis while in the possession of the Contractor (including samples that have past holding times), shall be reported to the City's Contact Person within forty-eight (48) hours of loss of sample. Resampling required due to sample loss during Contractor possession shall be

billed to the Contractor at the rate of \$500 per well requiring resampling. The City will not be charged for any laboratory costs associated with the resampling or reanalysis. Trip blanks rendered unacceptable while in the possession of the Contractor shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field sample. The only field samples for which the 50% reduction is applicable are the field samples analyzed for the same constituents as the trip blank. If field samples have no detections, the 50% reduction in the fee is still applicable. More than one trip blank can be provided for each cooler, provided the trip blanks are identical.

3.9. Sample Plan

Instructions on the analyses requested during each groundwater sampling round will be presented to the Contractor in a sample plan by the Public Works Department prior to the beginning of sampling. The analyses plan will include a list of sample identification numbers, number of wells that will be sampled at each landfill, and number of Quality Control and Field Original sample sets required. The City will not have the information on well identification numbers and sample types at each well (Field Original, Field Duplicate, Field Blank, and Quality Control) until after sampling is completed. This information will be provided to the laboratory once all sampling for an individual landfill is completed. Analyses in addition to those requested during the groundwater monitoring round may not be preceded by a sampling plan prior to field sampling.

3.10. Laboratory Services and Analytical Requirements

- A. Refer to **Attachment 1** - Method Numbers and Detection Limits Table for a list of constituents, test methods for the 19th Avenue Landfill, and regulatory reporting limits. The groundwater analyses must use the test methods referenced in **Attachment 1** - Method Numbers and Detection Limits if specified, unless the Contractor can demonstrate equivalency by another method. Alternative test methods than those specified in **Attachment 1** - Method Numbers and Detection Limits must be approved in writing by the City. All analyses must use tests approved by the ADHS in accordance with Arizona Revised Statutes (ARS) Title 36, Chapter 4.3, Article 1, and AAC Title 9, Chapter 14, Article 6. All analysis must be conducted in compliance with Municipal Solid Waste Landfill Regulations, 40 CFR Part 258, SW-846, State Aquifer Protection Permits, State Solid Waste Landfill Facility Plans, National Pollution Discharge Elimination System Regulations, the Safe Drinking Water Act, or other special projects as requested. The Contractor must meet detection limits as specified in the specific test methods. In all cases, the regulatory reporting limits listed in **Attachment 1** - Method Numbers and Detection Limits must be met, but the Contractor must report all results to the lowest reporting limit achievable. Regulatory reporting limits are also subject to change based on new requirements and regulations. The Contractor shall provide prior notice to the City if changing to a new method. In the case of the 19th Avenue Landfill, any change in test method must be approved by the City in writing, as stated above.
- B. Quality control tests and checks for precision, accuracy and control of method will be conducted on a ten percent (10%) basis, or per each batch if less than ten (10) samples are submitted. The Contractor and any and all subcontractors shall use City of Phoenix

samples designated for Quality Control (QC) for duplicate and matrix spike purposes. The Contractor shall provide as part of the quality control all calibration curves and check sample data at the request of the City.

- C. A full description of any anticipated or realized problem area shall be communicated to the City's Contact Person prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or fax to the City's Contact Person followed by written communication with the sample results. Samples analyzed outside of the specified Quality Assurance (QA)/Quality Control (QC) limits specified by the EPA Method without prior consent by the City shall not be invoiced or paid under this Contract.

3.11. Holding Times

Analyses that miss holding times shall not be analyzed and shall not be billed. The Contractor shall notify the City's Contact Person immediately on discovery that holding time(s) have been exceeded so that resampling can take place. Resampling will be billed to the Contractor at the rate of \$500 per well resampled. The Contractor shall comply with the approved method holding times, preservatives, and sample containers. The City will not be charged for any laboratory costs associated with the resampling or reanalysis. The City will only pay for one sample analysis for each reanalysis required. If multiple samples need to be reanalyzed at one well the \$500 penalty applies to all samples recollected at that well as long as resampling occurs on the same date.

3.12. Capability and Capacity

During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any and all subcontractors shall provide access to City and State personnel and their authorized representatives to audit the Contractor to assure the accuracy and precision of laboratory results related to the work performed.

3.13. State of Arizona Certification

1. The Contractor and any and all subcontractors shall be at all times during the existence of this Contract, licensed by the State of Arizona, Arizona Department of Health Services Office of Laboratory Licensure for the parameters addressed in **Attachment 1** - Method Numbers and Detection Limits. For any additional constituent testing requested by the City, the Contractor shall ensure that it or any subcontractors are licensed for, or shall acquire a license for, any additional tests required, as required by the State of Arizona, Arizona Department of Health Services Office of Laboratory Licensure. The Contractor shall meet the laboratory licensure requirements as stipulated in the ARS Title 36, Chapter 4.3, Article 1, and AAC Title 9, Chapter 14, Article 6.
2. The Contractor shall provide copies of certification to the City upon execution of this Contract and any renewal thereof. The Contractor shall promptly provide to the City

written notification of any censure, fine, revocation, or any investigation by any certification agency, especially the Arizona Department of Health Services, the Arizona Department of Environmental Quality or the Environmental Protection Agency.

3. The Contractor shall also promptly provide to the City notification of any changes in Contractor management.

3.14. EPA Quality Assurance/Quality Control

The Contractor and any and all subcontractors shall participate in an EPA approved QA/QC Program. The Contractor and any and all subcontractors shall demonstrate continuing satisfactory performance in the EPA and/or substitute equivalent programs. The performance must be for all compounds analyzed for the City, where available. After National Institute for Standards Technology has certified performance evaluation providers, only those specific providers can be used. The Contractor shall also submit quality assurance WP (Water Pollution) and WS (Water Supply) proficiency results twelve (12) months from Contract Commencement Date, and each consecutive twelve (12) month period until termination of the Contract, and provide corrective actions for parameters which are failing.

3.15. Analytical Data Quality Control

The Contractor will provide QA/QC with the data, as specified by the method/batch, to assess the data, including the accuracy and precision of the data. Method-specific or laboratory-determined acceptance limits will be used to review the QA/QC data. Both field and laboratory quality control samples will be used to review the data. Data will be validated based on the QA/QC review and reported as outlined in Section Written Reporting of Analyses Results.

3.16. Proficiency Samples

- A. The City may submit proficiency samples to the Contractor as part of the regular sampling and QC procedures.
- B. The Contractor will be required to submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.
- C. The Contractor may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.
- D. Failure of the Contractor to analyze and report results within acceptable QA/QC limits can result in cancellation of this Contract by the City and the Contractor shall be deemed in default.

3.17. Written Reporting of Analyses Results

1. Final typewritten (including scanned computer copy) and electronic reports of the sample results shall be submitted to the City Contact Person within a maximum of twenty (20) business days of Contractor receipt of each sample. In the case of monthly sampling for individual constituents required at specific wells under the 19th

- Avenue Landfill Consent Decree, final typewritten and electronic reports are due within five (5) business days of Contractor receipt of each sample. This five-business day requirement is for individual constituents that represent an Exceedance Condition at the 19th Ave Landfill. Typically, arsenic and nitrate have been noted to exceed their reporting limits at specific wells under the Consent Decree.
2. The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all detection limits; method references; date of sample receipt; date of analyses; dilutions; duplicates, blanks, MS/MSD, reagent blank and trip blank results for each sample.
 3. Each individual analysis report shall include the following:
 - Cover letter, including a listing of any subcontractors used;
 - Any problems encountered during sample analysis and the measures taken to rectify the problem and ensure that it will not reoccur;
 - Analysis results including all QA/QC, compounds analyzed, reporting limits, and analysis methods;
 - Ion balance (for 19th Avenue Landfill wells and Del Rio Landfill wells);
 - Chain of custody;
 - Identification and explanation for any diluted samples (Note: This is primarily a concern with leachate samples, condensate samples, brine samples, and other samples typically diluted.)
 - Data from analysis of samples collected for compliance with the Safe Drinking Water Act shall be submitted on the most current Arizona Department of Environmental Quality (ADEQ) forms.
 4. All sample analyses must be completed within test methods sample holding times. However, electronic and typewritten reports must be completed within twenty (20) business days of Contractors receipt of each sample. Or within twenty (20) business days of the last day of sampling for that particular landfill. Separate bound landfill reports shall be required for each landfill's analytical results and data.
 5. Two (2) copies of each bound landfill report for the groundwater sampling round shall be submitted to the City Contact Person. All individual analysis reports shall contain the well identification and sample type. Each bound landfill report shall also contain the following information as it relates to that landfill:
 - Table of Contents listing the analyses reports enclosed and their lab identification, City of Phoenix sample identification, the well identification and the sample type;
 - A current table listing the compounds analyzed the analysis method, and the detection limit, similar to **Attachment 1** - Method Numbers and Detection Limits

- A summary of all the analytical or sample problems encountered during that sampling round and the appropriate action(s) initiated to correct the problem. The summary shall also include any special steps or procedures taken by the Contractor to verify spurious analytical results; and a record of all communication with the City Contact Person. A QA/QC summary report with explanations of any data validation.
- Report to identify samples and constituents that are biased as a result of:
 - i. proficiency sample results,
 - ii. field blanks
 - iii. trip blanks
 - iv. reagent blanks
 - v. QC out of limits
 - vi. field duplicates
 - vii. blank spikes
 - viii. matrix spikes
- Report shall identify potential contaminant sources and recommended corrective actions.
 - All the individual analysis reports for that landfill using data qualifiers as shown in Revision 4.0, 9/5/2012, as developed by the Sub-committee of the Arizona Environmental Laboratory Advisory Committee.

Link to web page: <https://www.azdhs.gov/documents/preparedness/state-laboratory/lab-licensure-certification/technical-resources/additional-resources/data-qualifiers-rev4.pdf>

f. The Contractor shall be responsible and liable for written communication of any miscalculation or error in analytical results to the City contact person. The Contractor shall reissue, at its own expense, corrected hard copies and computer disks as necessary. These errors include, but are not limited to operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

g. A penalty of 10% of the total invoice, per report, shall be charged to the Contractor for each day that the delivery of the written report(s) and/or electronic data exceeds the above specified delivery times. Fines or penalties levied against the City of Phoenix by the State or Federal government due to late submittal of results that are the result of the Contractor exceeding the above-specified delivery times shall be reimbursed by the Contractor.

3.18. Electronic Transfer of Reporting Results

The Contractor shall submit all analyses and QA/QC results electronically in a format that can be directly read into the Public Works Department's database management software (this

includes analysis completed by subcontractors). All fields in the electronic data submission must be consistent with the existing Public Works data base (including case sensitivity). Prior to the first round of sampling the Contractor must submit a test electronic data set to the City for review and approval. The electronic data may be submitted before the bound landfill report copies and are subject to the same late penalties as stated for the written reports. The electronic data shall be reviewed by the Contractor and determined to be error free prior to submission to the City. The Contractor shall correct any errors or omissions in the electronic data and resubmit corrected data. Late penalties will accrue until all data is submitted error free and in the proper format. The Contractor shall have the capability to receive and transmit data electronically to the Solid Waste Disposal Management offices. The Contractor shall also submit electronic files that can be read into ADEQ's Groundwater Quality Database for all landfill quarterly groundwater sampling and for other data as requested by ADEQ.

3.19. Recordkeeping, Accounting and Auditing

1. The Contractor shall keep and maintain complete and detailed records, including but not limited to; (1) records that provide the basis for the reports required under this Section II ,including all matters affecting amounts payable by or to the City or the Contractor under this Contract; (2) policies for required insurance, policy amendments, and all other related insurance documents; and (3) accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with the Contractor's performance under this Contract in accordance with generally accepted accounting principles.
2. The Contractor's books, records and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions under this Contract, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted auditing standards.
3. The City, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the accounting records, vouchers and their source documents which serve as the basis for costs, receipts and payments. The Contractor shall make available at Contractor's Phoenix, Arizona offices any such records to the City upon request. The said records shall be available for the City's inspection and audit for a period of three (3) years following the termination of this Contract and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law.

3.20. Reliability of Reports

The Contractor represents that information the Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Contract. Any false material or misleading information or omission is just cause for the City to terminate this Contract and/or to pursue any other appropriate remedy

3.21. Environmental and License Disclosure

The Contractor shall immediately notify the City and specifically identify any notices from any regulatory authority with respect to any violation or alleged violation of any law or regulation by the Contractor or any subcontractor. Further, the Contractor shall immediately notify the City of any inspection, audit, or review by any regulatory authority of laboratory or records procedure of the Contractor or its subcontractors and provide the City with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

3.22. Project Manager/Supervisor

- A. Beginning no later than the Commencement Date and thereafter throughout the Term of this Contract, the Contractor shall have a Project Manager who is charged with the supervision of the Services performed under this Contract. The Project Manager shall have the authority to make manpower and resource allocation decisions as well as decisions relevant to operations under this Contract.
- B. The Contractor shall furnish the City with the name of the Project Manager prior to the Commencement Date and shall immediately notify the City if the Project Manager changes at any time during the Term of this Contract.
- C. The Contractor shall furnish the City with a list of names and phone numbers of appropriate Contractor personnel to be contacted in the event of an emergency. Such designated personnel shall be available for contact at all times. The Contractor shall ensure that the City has a current list at all times.
- D. Requests to the Contractor contact person shall always constitute a request to the Contractor. The City contact person shall serve as the contact person for dealings and communications with the Contractor. It is recognized that daily operational communications will occur at all levels of staff.

3.23. GROUNDWATER SAMPLING KITS

19th Ave Landfill Groundwater – Option A

| | |
|---|---|
| 1 | EPA Method 624 Groundwater |
| 2 | Radium 226 EPA Method 903.1 Groundwater |
| 3 | Total Alkalinity Groundwater |
| 4 | 200.8 Antimony Groundwater |
| 5 | 200.8 Arsenic Groundwater |
| 6 | 200.8 Barium Groundwater |
| 7 | 200.8 Beryllium Groundwater |
| 8 | Chemical Oxygen Demand Groundwater |
| 9 | 200.7 Boron Groundwater |

| | |
|----|-------------------------------------|
| 10 | 200.8 Cadmium Groundwater |
| 11 | 200.7 Calcium Groundwater |
| 12 | Chemical Oxygen Demand Groundwater |
| 13 | Chloride Groundwater |
| 14 | 200.8 Chromium Groundwater |
| 15 | 200.8 Copper Groundwater |
| 16 | Cyanide Total Groundwater |
| 17 | Fluoride Groundwater |
| 18 | 200.7 Iron Groundwater |
| 19 | 200.8 Lead Groundwater |
| 20 | 6010B Magnesium Groundwater |
| 21 | 200.8 Manganese Groundwater |
| 22 | 245.1 Mercury Groundwater |
| 23 | 200.8 Nickel Groundwater |
| 24 | Nitrate as Nitrogen Groundwater |
| 25 | pH Groundwater |
| 26 | Phenolics, Total Groundwater |
| 27 | 200.7 Potassium Groundwater |
| 28 | 200.8 Selenium Groundwater |
| 29 | 200.8 Silver Groundwater |
| 30 | 200.7 Sodium Groundwater |
| 31 | Sulfate, Groundwater |
| 32 | 200.8 Thallium Groundwater |
| 33 | Total Dissolved Solids Groundwater |
| 34 | Total Kjeldahl Nitrogen Groundwater |
| 35 | Total Organic Carbon Groundwater |
| 36 | Total Organic Halide Groundwater |
| 37 | Phosphorus, Total Groundwater |
| 38 | 200.8 Zinc Groundwater |

| | |
|----|---------------------|
| 39 | Ammonia as Nitrogen |
|----|---------------------|

3.24. 19th Ave Landfill Groundwater – Option B

| | |
|----|--|
| 1 | EPA Method 624 Groundwater can use 8260B to achieve lower RL |
| 2 | Radium 226 EPA Method 903.1 Groundwater |
| 3 | 200.8 Antimony Groundwater |
| 4 | 200.8 Arsenic Groundwater |
| 5 | 200.8 Barium Groundwater |
| 6 | 200.8 Beryllium Groundwater |
| 7 | 200.8 Cadmium Groundwater |
| 8 | 200.8 Chromium Groundwater |
| 9 | 200.8 Copper Groundwater |
| 10 | Cyanide Total Groundwater |
| 11 | Fluoride Groundwater |
| 12 | 200.8 Lead Groundwater |
| 13 | 245.1 Mercury Groundwater |
| 14 | 200.8 Nickel Groundwater |
| 15 | Nitrate as Nitrogen Groundwater |
| 16 | 200.8 Selenium Groundwater |
| 17 | 200.8 Silver Groundwater |
| 18 | Sulfate, Groundwater |
| 19 | 200.8 Thallium Groundwater |
| 20 | 200.8 Zinc Groundwater |

3.25. SR85 Landfill Groundwater

| | |
|---|----------------------------|
| 1 | 200.8 Arsenic Groundwater |
| 2 | 200.8 Barium Groundwater |
| 3 | 200.8 Cadmium Groundwater |
| 4 | Chloride Groundwater |
| 5 | 200.8 Chromium Groundwater |

| | |
|----|------------------------------------|
| 6 | Fluoride Groundwater |
| 7 | 200.8 Lead Groundwater |
| 8 | 200.8 Nickel Groundwater |
| 9 | Nitrate as Nitrogen Groundwater |
| 10 | 200.8 Selenium Groundwater |
| 11 | 200.8 Silver Groundwater |
| 12 | Total Dissolved Solids Groundwater |
| 13 | 200.8 Zinc Groundwater |
| 14 | EPA Method 8260B Groundwater |
| 15 | 245.1 Mercury Groundwater |
| 16 | Total Alkalinity Groundwater |

3.26. Skunk Creek Landfill Groundwater

| | |
|----|------------------------------|
| 1 | 200.8 Arsenic Groundwater |
| 2 | 200.8 Barium Groundwater |
| 3 | 200.8 Cadmium Groundwater |
| 4 | 200.8 Chromium Groundwater |
| 5 | 200.8 Lead Groundwater |
| 6 | 200.8 Selenium Groundwater |
| 7 | 200.8 Silver Groundwater |
| 8 | EPA Method 8260B Groundwater |
| 9 | EPA Method 8011 Groundwater |
| 10 | 7470A Mercury Groundwater |
| 11 | Cyanide Total Groundwater |

3.27. Annual Brine Leachate Wastewater

| | |
|---|---------------------------------------|
| 1 | EPA Method 608 |
| 2 | Gross Alpha EPA Mthd 900-Grss Alph |
| 3 | Radium 228 EPA Method 904 Groundwater |
| 4 | EPA Method 8260B |
| 5 | 245.1 Mercury |

| | |
|----|-------------------------|
| 6 | 200.7 Silver |
| 7 | 200.7 Arsenic |
| 8 | 200.7 Barium |
| 9 | 200.7 Beryllium |
| 10 | 200.7 Cadmium |
| 11 | 200.7 Cobalt |
| 12 | 200.7 Chromium |
| 13 | 200.7 Copper |
| 14 | 200.7 Manganese |
| 15 | 200.7 Nickel |
| 16 | 200.7 Lead |
| 17 | 200.8 Antimony |
| 18 | 200.8 Selenium |
| 19 | 200.8 Thallium |
| 20 | 200.7 Boron |
| 21 | 200.7 Calcium |
| 22 | 200.7 Iron |
| 23 | 200.7 Potassium |
| 24 | 200.7 Magnesium |
| 25 | 200.7 Sodium |
| 26 | 200.7 Vanadium |
| 27 | 200.7 Zinc |
| 28 | Chloride |
| 29 | Fluoride |
| 30 | Ammonia as Nitrogen, |
| 31 | Total Kjeldahl Nitrogen |
| 32 | Nitrate as Nitrogen |
| 33 | Phosphorus, Total |
| 34 | Phenolics, Total |

| | |
|----|---|
| 35 | Flashpoint |
| 36 | Cyanide Total |
| 37 | Total Petroleum/Hydrocarbn EPA1664A B/C/L |
| 38 | pH Groundwater |
| 39 | Biological Oxygen On Demand Groundwater |
| 40 | Total Organic Carbon |
| 41 | Total Dissolved Solids |
| 42 | Chemical Oxygen Demand |
| 43 | Nitrite |
| 44 | EPA Method 8260B |
| 45 | EPA Method 608 |
| 46 | Gross AlphaEPA Mthd 900-Grss Alph StdDev |
| 47 | Gross AlphaEPA Mthd 900-Grss Alph StdDev |
| 48 | EPA Method 608 |

3.28. SR85 APP RO Wastewater

| | |
|----|-------------------------------------|
| 1 | Gross Alpha EPA Mthd 900 Gross Alph |
| 2 | Radium 226 EPA Method 904 GW |
| 3 | Radium 228 EPA Method 904 GW |
| 4 | 245.1 Mercury |
| 5 | 200.7 Silver |
| 6 | 200.7 Potassium |
| 7 | 200.7 Barium |
| 8 | 200.7 Beryllium |
| 9 | 200.7 Cadmium |
| 10 | 200.7 Chromium |
| 11 | 200.7 Copper |
| 12 | Total Nitrogen |
| 13 | 200.7 Nickel |
| 14 | 200.7 Lead |

| | |
|----|----------------------------------|
| 15 | 200.8 Antimony |
| 16 | 200.8 Arsenic |
| 17 | 200.8 Selenium |
| 18 | 200.8 Thallium |
| 19 | 200.7 Calcium |
| 20 | 200.7 Magnesium |
| 21 | 200.7 Zinc |
| 22 | Chloride |
| 23 | Fluoride |
| 24 | Sulfate |
| 25 | Total Kjeldahl Nitrogen |
| 26 | Alkalinity by SM2320B |
| 27 | pH |
| 28 | Total Dissolved Solids |
| 29 | Uranium for adjusted Gross Alpha |

3.29. Landfill Condensate Wastewater

| | |
|----|---------------------------|
| 1 | EPA Method 608 |
| 2 | EPA Method 625 |
| 3 | EPA Method 624 |
| 4 | pH |
| 5 | Flashpoint |
| 6 | 245.1 Mercury |
| 7 | Silver |
| 8 | Arsenic |
| 9 | Cadmium |
| 10 | Cyanide Total Groundwater |
| 11 | Copper |
| 12 | Lead |
| 13 | Selenium |

| | |
|----|------|
| 14 | Zinc |
|----|------|

3.30. ANCILLARY SERVICES - INDIVIDUAL ANALYSES AND EPA METHODS

- A. Analytical Aqueous Analysis Organics
- B. General Chemistry
- C. Metals (Total) - EPA METHOD 200.7
- D. Metals (Total) - EPA METHOD 200.8
- E. Metals (Total) - Other Miscellaneous Metals
- F. Metals (Total) - EPA METHOD 6010B
- G. Radiochemistry: (Low Level
- H. Miscellaneous
- I. Groundwater Analysis

The City may, at various times over the period covered by the contract, require analytical services in addition to those specifically requested as part of the groundwater monitoring. Areas where analytical services would likely be requested are listed below:

- a. Petroleum contaminated soils.
- b. Storm water runoff characterization as required under NPDES, 40 CFR Part 122.
- c. Groundwater analysis for landfills as required under RCRA Subtitle D 40 CFR Part 258.
- d. Landfill gas characterization as required under the Clean Air Act (CAA), existing and proposed landfill regulations, 40 CFR Part 60.
- e. EPA priority pollutant scan on landfill gas condensate and leachate.
- f. Brine water analysis for specified constituents as needed.

Drinking water analysis for specified constituents as required under 40 CFR Part 141 and AAC Title 18, C.

3.31. GROUNDWATER SAMPLING KITS

| <u>KIT ITEM</u> | <u>GROUNDWATER SAMPLING KIT</u> | <u>EACH KIT</u> |
|-----------------|--|-----------------|
| 1 | 19 th Ave Landfill Groundwater - Option A | \$ TBD |
| 2 | 19 th Ave Landfill Groundwater - Option B | \$ TBD |
| 3 | 27 th Ave Landfill Groundwater | \$ TBD |
| 4 | SR85 Landfill Groundwater | \$ TBD |
| 5 | Skunk Creek Landfill Groundwater | \$ TBD |

| | | |
|---|----------------------------------|--------|
| 6 | Annual Brine Leachate Wastewater | \$ TBD |
| 7 | SR85 APP RO Wastewater | \$ TBD |
| 8 | Landfill Condensate Wastewater | \$ TBD |

ANCILLARY SERVICES

Individual Analyses and EPA Methods

To be inserted from Bid Submittal

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contract Administrator" Shall refer to the contract administrator as designated by the Director.

"Contract Manager" Shall refer to a staff member designated by the Director.

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

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

"PCCD" Phoenix Convention Center Department

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

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

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

4.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 - 1. Federal terms and conditions, if any
 - 2. Special terms and conditions
 - 3. Standard terms and conditions
 - 4. Amendments
 - 5. Statement or scope of work
 - 6. Specifications
 - 7. Attachments
 - 8. Exhibits
 - 9. Instructions to Contractors
 - 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums

appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any

such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
 2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any

- worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.

The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

- D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

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

4.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is

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

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its

discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
 - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 - 2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

4.9. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to City: doug.sawyer@phoenix.gov

4.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.11. State and Local Transaction Privilege Taxes

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

4.12. Tax Indemnification

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

4.13. Tax Responsibility Qualification

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

4.14. No Israel Boycott

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

4.15. No Forced Labor of Ethnic Uyghurs

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

4.16. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.17. Strict Performance

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

4.18. Authorized Changes

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

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

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about November 1, 2024 and will continue for a period of **three (3) years** thereafter. This Contract includes **two (2) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): multiple city locations.

5.3. Price

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

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

5.4. Method of Invoicing

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

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.5. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.6. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.7. Hours of Work

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

5.8. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.9. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.10. Licenses and Permits

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

5.11. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within 48 hours after a verbal request by the City.

5.12. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property at multiple city locations.

5.13. Evaluation Literature

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

5.14. Industry Standards

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

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

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

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

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

5.15. Inspection and Acceptance

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

5.16. Manuals

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

5.17. New Equipment

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

5.18. Replacement Parts Availability

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

5.19. Samples

Upon request, Offerors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Offeror.

5.20. Start-up Supplies

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

5.21. Substitution of Specified Items

Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words "or equal". The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

5.22. Training

Contractor shall include a total of eight hours of onsite training for a minimum of N/A City personnel to assure proper operation and utilization of the equipment. Costs for all training shall be included in the price of the equipment/indicated in the pricing proposal.

5.23. Communication in English

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

5.24. Contract Manager

Department Contact: Sean Wulfekuhle

Department Contact Address: 200 Washington St, Phoenix, AZ 85003

Phone: 602-534-0095

Email: sean.wulfekuhle@phoenix.gov

5.25. Contract Administrator

Department Contact: Sean Wulfekule, Environmental Analysis at City Landfills

Department Contact Address: 200 Washington St, Phoenix, AZ 85003

Phone: (602) 534-0095

5.26. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be

deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

5.27. Final Inspection and Approval

The Contractor will request the City's authorized Department representative to conduct a site inspection after the project is complete. City's authorized Department representative will prepare a "punch-list" during the inspection and will forward a copy to the Contractor.

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

5.28. Transition of Contract

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

5.29. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.30. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

5.31. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.32. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background

screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

5.33. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.34. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

5.35. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.

- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.36. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

5.37. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

5.38. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

5.39. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

5.40. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

5.41. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
 - 1. require a badge or key for access to City facilities; or
 - 2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - 3. allow unescorted access to City facilities during normal and non-business hours.

- C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 2. for reviewing the results of the background check every five years; and,
 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 4. Submitting the list of qualified Contract Workers to the contracting department.
 5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
 6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

5.42. Air Pollution Emergency Proclamation

The City requires Contractors to provide information with their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires Contractors to also identify any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards.

Contractor should advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the solicitation due date.

5.43. Dust Control

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

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

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

5.44. Energy Star

All products provided in response to this solicitation shall be certified by the U.S. Department of Energy or the U.S. EPA as Energy Star or are certified under the Federal Energy Management Program and in all categories identified at energystar.gov.

5.45. Environmental Preferred Products

The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/spp-about> in an effort to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.

- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The City maintains the right to request that Contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or offer instructions.

5.46. Equipment / Safety

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

5.47. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. 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 City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

5.48. OSHA Laws and Regulations

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

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.

- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

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

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

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

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

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

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated

within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

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

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

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

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

5.49. Pesticides

Pest control shall be managed through prevention, physical and mechanical methods, and with pesticides only when necessary. The City will implement the principles of Integrated Pest Management (IPM) to the extent possible. Contractors will use the least toxic pest control substance required to be effective. Contractor shall submit for approval a list of chemical pesticides to be applied, indicating: trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.), and label signal word (i.e. caution, warning, or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the City during the term of the contract.

Pesticides must be EPA-registered or exempt from registration under section 25b of the Federal Insecticide and Rodenticide Act (FIFRA) at the time of submittal. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application.

EPA Toxicity Class I pesticides shall be reviewed for the least toxic effective alternative prior to purchase. Contractors shall review the Groundwater Protection List prior to pesticide purchase;

when available, alternative pesticides that are not on the Groundwater Protection List and meet the same need shall be used.

5.50. Recovered Materials

The Resource Conservation and Recovery Act (RCRA), section 6002, requires the Environmental Protection Agency (EPA) to designate items ("designated items") that are or can be made with recovered materials. If the City uses at least a portion of federal funds to purchase over \$10,000 worth of a designated item in a given year, the City must purchase the item containing the highest percentage of recovered materials practicable. Contractors can refer to the EPA's Comprehensive Procurement Guide (CPG) for product specifications found at 40 CFR 247 or www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5.51. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this agreement. Requirements may be found at www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information.

5.52. Energy Efficiency - Pump Bowl Assemblies

Due to the high energy costs to operate pump assemblies, the City reserves the right to purchase those pump bowl assemblies offering the highest variable speed pump efficiency, price notwithstanding. The solicitation specifications for each pump assembly have been specifically written to provide the highest pump efficiency, for each well application, known to be available from existing pump assemblies currently being manufactured.

5.53. Environmental Quality - Drinking Water and Treatment Chemicals

All materials, equipment, supplies or products that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Contractor must provide proof of this certification if requested.

All products provided in response to this solicitation shall be certified by the U.S. EPA Water Sense Partnership program for water efficiency.

5.54. Accommodations

- A. A workstation will be provided for Consultant at 200 W. Washington Street, 251 W Washington Street or 149 North 4th Avenue, Phoenix, AZ 85003. A personal computer will be provided for access to select documentation provided by City staff and for storage of documentation developed in conjunction with the services being provided. The personal computer and all accessed data and information remain the exclusive property of City. In the event that mobile devices such as a laptop, blackberry, etc. are required to provide Services, City will provide these items to Consultant subject to City of Phoenix rules and regulations associated with the use of these items including, but not limited to, acceptable use, personal use restrictions, and financial responsibility in the event the item is lost or stolen. Should Consultant elect to provide their own mobile devices

capable of meeting the requirements necessary to perform the Services, Consultant may do so with the approval of PROJECT MANAGER NAME (the "Project Manager").

- B. Parking accommodations, including the cost thereof, shall be borne by Consultant.
- C. Badge and key fees as specified in Section 18.6 of this Agreement shall be borne by Consultant.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

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

6.2. Environmental Services or Operations

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”) to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. As used in this section: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic

pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Consultant's Insurance

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

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

7.2. Scope and Limits of Insurance

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

7.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

7.4. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

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

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

7.6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

7.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to 200 Washington St, Phoenix, AZ 85003 7th Floor.

7.8. Acceptability of Insurers

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

7.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to 200 Washington St, Phoenix, AZ 85003 7th Floor. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7.10. Subconsultants

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

7.11. Approval

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

8. Submittals

8.1. Copies

Please submit one original, N/A copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Environmental Analysis at City Landfills, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.