



City of Phoenix

## REQUEST FOR QUALIFICATION

NSD-RFQu-25-002

# LEAD, ASBESTOS TESTING, AND RADON TESTING AND MITIGATION SERVICES

City of Phoenix

Neighborhood Services Department

200 West Washington Street

4<sup>th</sup> Floor

Phoenix, AZ 85003

RELEASE DATE: December 5, 2024

DEADLINE FOR QUESTIONS: January 6, 2025, 3:00 pm

RESPONSE DEADLINE: January 21, 2025, 3:00 pm

City of Phoenix  
REQUEST FOR QUALIFICATION  
NSD-RFQu-25-002  
Lead, Asbestos Testing, and Radon Testing and Mitigation  
Services

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Attachments (Submittal Forms):

Attachment A – Evaluation Criteria

Attachment B – Pricing Proposal

Submittals - 24 Hour Emergency Contact rev 2-2023

Submittals - Conflict of Interest and Transparency rev 2-2023

Submittals - Contractor Licensing Requirements rev 2-2023

Submittals - Debarment & Exclusion rev 2-2023

Submittals - Offer Page rev 3-2023

Submittals - References rev 2-2023

# 1. Introduction

## 1.1. Summary

The City of Phoenix is seeking to enter into contract with one or more qualified, experienced consultants to provide asbestos testing, lead-based paint testing, and radon testing and mitigation services on an as needed basis in support of the Lead Hazard Control, Housing Rehabilitation, Neighborhood Enhancement and Infrastructure, Public Facilities, and Housing Department programs. Other City of Phoenix Neighborhood Services Department programs may also retain services under this agreement.

## 1.2. Background

Neighborhood Services Department (NSD) is committed to partnering with residents and community partners to strengthen and revitalize neighborhoods across our city. By fostering collaboration among residents, local business, and key stakeholders, NSD supports efforts to preserve and enhance the unique character of Phoenix' diverse neighborhoods. Our mission is simple: to help neighborhoods thrive, stay connected, and remain vibrant places to live, work, and play.

NSD utilizes Federal, state, and local funds to direct revitalization and preservation projects varying in size, scope, and complexity. Programs administered by NSD and the Housing Department include:

- Housing Rehabilitation programs which preserve naturally occurring affordable housing and revitalize neighborhoods throughout the city of Phoenix. These programs provide financial assistance to support housing repair projects to improve the health and safety of homes occupied by low- and moderate-income Phoenix homeowners and tenants citywide by removing interior and exterior safety and health hazards to promote a higher level of self-sufficiency and an increased quality of life.
- Program activities which address neighborhood needs with projects such as improving public and non-profit owned public facilities like youth centers, emergency shelters, and care facilities. These programs benefit low- and moderate-income residents of Phoenix.
- Economic development programs which enhance the economic viability of neighborhoods through investments, such as commercial rehabilitation, develop and strengthen micro-enterprises and small businesses.
- Revitalization programs fostering the development of vibrant and thriving neighborhoods by investing in facilities, infrastructure, and addressing blight. The program promotes the development of affordable housing, public facilities, and other public improvements benefiting low- and moderate-income residents of Phoenix.

The City of Phoenix, Housing Department (HOU) administers programs to provide public housing, affordable rental apartments, and single-family homes to more than 35,000 area residents. HOU receives federal entitlement funds from the U.S. Department of Housing and Urban Development to develop affordable housing in Phoenix.

### 1.3. Contact Information

**Elaina Titus-Sterling**

Management Assistant II  
200 W. Washington Street  
Phoenix, AZ 85003  
Email: [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)  
Phone: [\(602\) 495-0854](tel:(602)495-0854)

**Department:**

Neighborhood Services

### 1.4. Timeline

#### **Schedule of Events**

The City reserves the right to change dates, times, and locations, as necessary. All times are local Phoenix 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 (Elaina Titus-Sterling) at (602) 495-0854/Voice or 711/TTY, or [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	December 5, 2024
<b>Written Inquiries Due Date</b>	January 6, 2025, 3:00 pm
<b>Offer Due Date</b>	January 21, 2025, 3:00 pm

## 2. Instructions

### 2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for one or more qualified, experienced consultants to provide asbestos testing, lead-based paint testing, and radon testing and mitigation services on an as needed basis in support of the Lead Hazard Control, Housing Rehabilitation, Neighborhood Enhancement and Infrastructure, Public Facilities, and Housing Department programs for **a three-year term, two (2) one-year options, commencing on or about June 2, 2025**, 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.

#### 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. 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.

#### 2.6. 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.

#### 2.7. 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.

#### 2.8. 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.

#### 2.9. 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.

## 2.10. 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.

## 2.11. 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.

Offerors may submit for all, or some, of the services listed in the Scope of Work.

- A. Submitted electronically for by email to **[nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)** and the following information should be noted in the email:
1. Offeror's Name
  2. Offeror's Address (as shown on the Certification Page)
  3. Solicitation Number
  4. Solicitation Title
  5. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. **The City's maximum file size is 150MB.** It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

## 2.12. 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, to [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov), 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.

### 2.13. 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.

### 2.14. Special Requirements

The Offeror(s) must be qualified, certified, and registered with the appropriate regulatory agency.

For an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity requirements. Any questions regarding these requirements shall be directed to the Equal Opportunity Department, (602) 262-7716.

### 2.15. Qualification Criteria

Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes: Years of Experience and Staff Capacity; Statement of Qualification; and Laboratory Services. (See Section 4. Evaluation Process).

### 2.16. Minimum Qualifications

The qualified and responsive offeror must meet **all** minimum qualifications listed below. Should an offeror fail to meet one of the minimum qualifications identified, the offer will be disqualified as non-responsive.

- A. Contractor must have a minimum of two (2) years conducting business within the Phoenix Metropolitan Area.
- B. Contractor must have a minimum of two (2) years of experience providing the services listed in the Scope of Work.
- C. Contractor must have sufficient local staff capacity, with the required knowledge and skills, to fulfill the requirements of the contract and the authority to address contract issues that may arise.



## 2.17. Evaluation and Selection

After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 30 pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the **Minimum Qualifications Section** and **Attachment A. Evaluation Criteria**.

The firms under consideration for this RFQu, will be evaluated in accordance with the solicitation by an Evaluation Committee and/or the Procurement Officer. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

## 2.18. Agreement

The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

The language contained in this RFQu, and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

## 2.19. 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.

## 2.20. 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.

## 2.21. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its 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.

## 2.22. Late Offers

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

## 2.23. Right to Disqualify

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

## 2.24. Contract Award

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 awards.

## 2.25. 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.

## 2.26. Offers Not Within the Competitive Range

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

## 2.27. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

**Demonstrations -** Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During

discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### **3. Scope of Work**

3.1. For the purposes of this solicitation, properties are defined as single family, multifamily, school, commercial, and/or mixed-use buildings.

#### **3.2. Asbestos Testing Scope of Work**

- A. The scope of work is to survey, inspect and test designated properties for suspected asbestos containing material (ACM) using the procedures outlined in 40 CFR Part 763, Environmental Protection Agency (EPA) Protection of Environment and 40 CFR Part 61, National Emission Standards Hazardous Air Pollutants (NESHAP), and other requirements. The tasks expected of the Consultant are listed below.
  
- B. The costs for performing an asbestos survey shall be based on individual site needs, contracted hourly rates and expenses as outlined in this Scope of Work. The Consultant shall be responsible for communicating with the owner/residents at each site to arrange access to the property. The Consultant should contact the City if they are unable to arrange access to the property after three days of the request by the City. The Consultant shall:
  - 1. Ensure the survey is performed by an individual accredited as an asbestos inspector in accordance with the Asbestos Hazard Emergency Response Act (AHERA) regulations, Title 40 Code of Federal Regulations (CFR), Part 763, Subpart E, Appendix C.
  - 2. Identify all ACM as to type, condition, percent of asbestos content, and quantity. The inspection shall be performed in accordance with the requirements of 40 CFR Part 61, Subpart M, and following the AHERA sampling protocol. The purpose of the survey shall be to locate, inspect, assess, and sample all suspect materials where required.
  - 3. Conduct comprehensive walk-through inspections and visual observations of all interior and exterior areas to identify suspect ACM.
  - 4. Collect a representative number of samples to accurately characterize the percentage, type, and location of an ACM present.
  - 5. Assess the friability of and damage to suspect materials.

#### **Asbestos Testing Standard Survey Components**

- A. Review existing plans and records for reference to asbestos used in construction or repair, if available.
- B. Physically inspect and list all suspect materials throughout the designated property and/or property components.
- C. Sample all suspect materials and submit the samples to an accredited third-party laboratory for asbestos analysis by Polarized Light Microscopy (PLM). Samples will be analyzed by layer. Layers will be determined by the laboratory. Do not

assume any materials to be asbestos containing without approval from the City of Phoenix Housing Rehabilitation Supervisor (HRS), Project Manager (PM), or other designated individuals.

- D. All collected samples must be analyzed. Analysis for a homogeneous material may not be stopped at the first positive unless specifically allowed by the HRS or PM.
- E. A Toxicity Characteristic Leaching Procedure (TCLP) test will be performed for all structures being demolished in order to characterize the demolition waste stream for disposal. The sample shall be composed of representative painted surfaces from the structure.

### **Asbestos Testing Survey Report Content Requirements**

- A. The Consultant shall provide one original and one copy of the written report for each site inspected. The asbestos survey report must include the following information except where the City of Phoenix Housing Rehabilitation Supervisor (HRS) or Project Manager (PM) has allowed otherwise.
- B. **Front cover:** Project or location name, address, County Assessor parcel number, RACM present (Y or N), the Consultant's six-digit contract number, and City of Phoenix project number.
- C. **Executive Summary:** A briefing of regulatory requirements listing ACMs, NESHAP categories, ACM quantities, date of inspection, inspector(s) name(s), and reference to the date of the Consultant's report.
- D. **Table of Contents**
- E. **Body of Report (General):** Cover letter providing a general description of the project site and structures, type of construction, procedures used and the inspector's certification information (certifications held, state certified, certification number, and expiration date). Photos are encouraged, but not required unless specified by the City of Phoenix HRS or PM.
- F. **Body of Report (Specific):** Provide the following information:
  - 1. Methodologies used for performing the survey and collecting samples.
  - 2. A list of the suspect ACMs in either tabular or list form.
  - 3. A description of the various ACMs and their location on/in the building or at the site.
  - 4. An evaluation of the accessibility of the ACMs, both in terms of the space containing it, and the accessibility of the ACMs within that space.
  - 5. A description of the condition of the ACMs, and its classification as Regulated ACMs (RACM), Category I non-friable ACMs, or Category II non-friable ACMs as required by the asbestos NESHAP.
  - 6. An estimate of the quantity of ACMs at each location. For most applications, such as surfacing materials, boilers, ductwork, wall systems, etc., this estimate must be given in terms of square feet. For thermal system insulation on piping, this estimate must be given in terms of linear feet. The square footage of pipe

- fittings (valves, elbows, joints, etc.) shall also be provided.
7. Recommendation for asbestos removal.
- G. **Drawings:** Provide drawings as listed. Drawings do not need to be to scale unless requested by the City of Phoenix HRS or PM.
1. A site drawing that depicts the site, approximate location of structures, and pertinent features.
  2. A drawing depicting the locations where samples were collected. Provide one drawing for each structure.
  3. A drawing depicting the types and location of all ACMs. Provide one drawing for each structure. Use patterns for ACMs depiction that will remain distinct and clear in black and white copies.
- H. **Supporting Documents:**
1. Copies of the laboratory sample analysis report for every sample collected.
  2. Copies of the Chain of Custody sheet for all samples collected.
  3. Copies of inspectors' current AHERA certifications at the time of the survey.
  4. Copies of aerial maps of the project site (property).
  5. Photographs of sample locations and materials (optional-upon request).
  6. Copies of laboratory accreditation certificates.
- I. **NESHAP Information:** Provide a NESHAP information summary page that includes the property owner information, laboratory information, number of samples collected, date inspection was performed, date samples were analyzed by laboratory, AHERA Asbestos Building Inspector information including name, training provider, certification number and expiration date. The summary pages will include a table that identifies all ACMs, ACM NESHAP categories, quantities, and locations.

### 3.3. **Lead-Based Paint Testing Scope of Work**

- A. The scope of work is to conduct lead-based paint inspections, risk assessments and clearance tests in accordance with the Second Edition July 2012 HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards" (the Guidelines) in Housing, 24 CFR Part 35, Federally Owned Residential Property and Housing Receiving Federal Assistance. Lead tests shall be performed on all single family and multifamily residences built prior to January 1978, receiving Federal assistance through the City of Phoenix Lead Hazard Control Program and Housing Rehabilitation Programs. Other City of Phoenix Neighborhood Services and Housing Department programs may also retain Lead-Based Paint Hazard testing services under this agreement.
- B. The Consultant will survey, inspect, and test designated properties for the presence of



lead- based painted materials, lead contaminated dust and soil, and conduct clearance testing in accordance with the above-mentioned federal regulation and other requirements, as provided by the City. The Consultant will secure their own approved lab(s) to analyze samples.

- C. The Consultant shall be responsible for communicating with the owner/residents at each site within 24 hours of the City request for testing to arrange access to the property and should contact the City if they are unable to do so after three days of the request by the City.
- D. The Consultant will be responsible for conducting clearance protocols, including a visual examination of the work site while containment is in place. The Consultant will conduct the clearance tests within 24 hours of being notified that the work area is ready for inspection.
- E. The City may provide the Consultant with dust and soil samples to be inserted into the sample stream as quality control samples.

#### **Lead-Based Paint Laboratories Minimum Qualifications**

- A. The Consultant shall identify the name and address of the laboratory (or labs) intended to be used under the contract. The Consultant may use alternate lab(s) by submitting an amendment to the contract, for reasons such as, but not limited to quality control or performance. Lab(s) shall meet, at minimum, the following accreditations:
  - 1. The lab(s) must be participating in the Environmental Lead Proficiency Analytical Testing Program (ELPAT) for paint chips, dust and soil and must remain so throughout the term of the contract.
  - 2. The lab(s) must be accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP), either through the American Industrial Hygiene Association (AIHA) or the American Association for Laboratory Accreditation (AALA) and must remain so throughout the term of the contract.
  - 3. The lab(s) must use the analytical procedures currently being followed by the EPA Recognized Laboratory to analyze Environmental Lead Proficiency Analytical Testing (ELPAT) Program samples and the EPA Document Residential Sampling for Lead: Protocols for Lead Dust and Soil Sampling.
  - 4. The lab(s) must be able to provide same-day clearance results for dust wipe analysis. Same-day results are defined as a 5-hour turnaround time from receipt of sample to written transmission of results. Soil sample clearance results are expected within 24 hours.

#### **Lead Inspection & Risk Assessments (LIRA) Report Requirements**

- A. The Consultant shall provide one original and one copy of the written report for each site inspected. Detailed requirements for reporting are included in the Scope of Work. Each report shall include:

1. Cover letter explaining the procedures used and the inspector's certification information (i.e., certifications held, state certified, certification number, and expiration date).
  2. Table of contents.
  3. Paragraph explaining the property owner's disclosure responsibilities.
  4. The forms supplied by the City that were used at the property (sketch, dust, soil, and paint) and the component drawings. The City will supply a master of each form.
  5. The field forms used by the inspector/risk assessor, provided by the consultant(s), including the forms used for calibration readings and the original lab results. The calibration readings form should include the standard being used and the calculated deviation. The paint testing form should include any necessary substrate corrections and paint chip results.
  6. Chain of custody form from lab(s)
- B. The lab(s) shall report all results from the analysis as follows:
1. Paint chip samples in mg/cm<sup>2</sup> or as percent (%) lead by weight
  2. Dust wipe samples in ug/ft<sup>2</sup>
  3. Soil samples in ppm.
- C. A Property Sketch including:
1. **Exterior:** Show outbuildings, driveways, fences, sidewalks, and the location of all soil samples at the aliquot level. The sketch should be as accurate as possible in terms of proportionality without using exact ratios. Freehand sketches can be used if rooms are proportioned and neat.
  2. **Interior:** A floor plan sketch for each story that includes the location of all doors and windows. Windows and doors should be numbered from the exterior in a clockwise rotation, using a letter designating the side and numbered beginning on the right, facing the side.
  3. The sketch of the property can be completed on one sketch form if all items are clearly legible (unless there is more than one story). Sketches will be oriented by letters A, B, C, and D with A-side facing the street listed in the address.
- D. Additional reports and/or forms as requested by the City.

## **Technical Specifications**

### **Section 1 – Paint**

Testing for the presence of materials coated with lead-based paint will be conducted by X-Ray Fluorescence Spectroscopy (XRF) according to the procedures outlined in the Guidelines with the following exceptions:

- A. Testing Combination: The City will approve the grouping of the following testing combinations:
  - 1. Window casings and aprons.
  - 2. Window stops and jambs.
  - 3. Door jambs, stops, and thresholds.
  - 4. Other groupings as listed in the Guidelines that do not conflict with the above.
  
- B. Inspections in Single-Family Housing, Listing Testing Combinations, Number of Testing Combinations to Inspect:
  - 1. Test only those testing combinations to be disturbed by the housing rehab work being performed on the property. The City will inform the contractor in writing when this protocol is to be used and what testing combinations will be tested.
  
  - 2. Conduct a paint inspection and risk assessment for every testing combination regardless of condition. The City will inform the contractor in writing when this protocol is to be used. Form 12 (or the Lead Hazard Paint Summary Form) will include treatment recommendation options.
  
- C. Inspections in Multifamily Housing (more than four units that are similar in construction from unit to unit), Schools, Commercial, and Multi-Use, Listing Testing Combinations, Number of Testing Combinations to Inspect:
  - 1. Test only those testing combinations to be disturbed by the work being performed on the property. The City will inform the contractor in writing when this protocol is to be used and what testing combinations will be tested.
  
  - 2. Conduct paint inspections and risk assessments as indicated in "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)", Chapter 7, Section V.
  
- D. When required, all paint chip samples will be taken so that results can be reported in units of mg/cm<sup>2</sup> unless the nature of the component being tested makes this method impractical. Results from these components will be reported as a percentage of total weight.

## Section 2 – Dust

- A. Testing for lead contaminated dust using the dust wipe method, when called for, will be conducted according to the Second Edition July 2012 HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (the Guidelines). This testing will be conducted for the purpose of determining:

1. The levels of lead contaminated dust in a facility, building, and unit. Ceramic tile or porcelain sink/tubs with XRF readings greater than 1.0 mg/cm<sup>2</sup> should have one dust wipe conducted on its horizontal surface.
2. That a work area is safe for occupant re-entry after completion of lead remediation activities.

### Section 3 – Soil

Testing for lead contaminated soil, when called for, will be conducted according to protocols in the Guidelines or as supplied by the City. All samples will be composite samples, unless otherwise requested by staff.

### Clearance Reports

- A. The Consultant will conduct the clearance test within 24 hours of being notified that the work area is ready for clearance testing. Clearance samples must be transported to the laboratory immediately after they have been taken. All dust samples will be single wipe samples unless otherwise indicated by the City.
  1. Firm will be responsible for conducting visual clearance protocols.
  2. Firm will determine clearance locations and number of samples according to protocols in the Guidelines or as supplied by the City.
  3. The City will provide Form 12 with hazard reduction measures indicated, unless otherwise directed.
- B. Requirements for clearance dust testing include: a cover sheet indicating the location and date tested, results recorded on the dust and/or soil sample forms, and the original lab report including the chain of custody, all referenced to the Property Sketch. The City will supply a master of all required forms.

### **3.4. Radon Testing**

- A. The scope of work is to conduct radon testing for properties in accordance with current Environmental Protection Agency (EPA) Radon recommendations, HUD CPD Notice CPD-23-103 as well as with standards and protocols developed by the American National Standards Institute (ANSI) and the American Association of Radon Scientists & Technologists (AARST) as updated. This includes standards for single family homes (ANSI/AARST MAH- 2023: Conducting Measurements of Radon and Radon Decay Products in Homes), and standards for multifamily, school, commercial and mixed-use buildings (ANSI/AARST MA-MFLB-2023: Protocol for Conducting Measurements of Radon and Radon Decay Products in Multifamily, School, Commercial and Mixed-Use Buildings).

- B. Radon testing shall be performed on properties receiving Federal assistance, including programs receiving assistance through the City of Phoenix Lead Hazard Control Program. Other City of Phoenix Neighborhood Services and Housing Department programs may also retain radon testing services under this agreement. If testing identifies a radon level at or above the EPA action level of 4 picocuries per liter of air (4 pCi/L) mitigation must be conducted.
- C. The tasks expected of the Consultant are as follows:
  - 1. Ensure radon testing is conducted by a professional who is currently credentialed by the National Radon Proficiency Program (NRPP) or the National Radon Safety Board (NRSB).
  - 2. Conduct short term radon testing (2 day) using time-sensitive protocol, in accordance with current ANSI/AARST consensus standards.
  - 3. Use only test devices listed by either the National Radon Proficiency Program (NRPP) or the National Radon Safety Board (NRSB). Minimum requirements for test device accuracy are published by ANSI/AARST.
  - 4. Secure their own approved laboratory (or labs) intended to be used under the contract and identify the name and address of the laboratory (or labs) to be used. The Consultant may use alternate lab(s) by submitting an addendum to the contract, for reasons such as, but not limited to quality control or performance.
  - 5. Ensure the lab(s) used to evaluate radon test results meets all ANSI/AARST radon standards.

### **Radon Testing Report Requirements**

The Consultant shall provide one original radon report for each property tested. Each report shall include:

- A. Information about the site tested (i.e., address, property owner name).
- B. A copy of the laboratory report for the site tested which will include the laboratory credentialing information and the type of equipment used to conduct the test.
- C. A summary of the test dates, testing conditions, and test results.
- D. A copy of the NRPP or NRSB credentials of the person conducting the test.
- E. Final test results, a summary of the findings over time, and guidance to how the test results should be interpreted.
- F. Any additional reports or forms requested by the City.

### **3.5. Radon Mitigation Scope of Work**

- A. The scope of work is to conduct radon mitigation for properties in accordance with current Environmental Protection Agency (EPA) Radon recommendations, as well as with standards developed by the American National Standards Institute (ANSI) and the American Association of Radon Scientists & Technologists (AARST).
- B. If testing identifies a radon level at or above the EPA action level of 4 picocuries per liter of air (4 pCi/L) mitigation must be conducted by a professional that is credentialed by the National Radon Proficiency Program (NRPP) or the National Radon Proficiency Program NRSB. Mitigation must be conducted according to the current AARST/ANSI consensus standards for the specific housing type or building (ANSI/AARST MAH-2023: Conducting Measurements of Radon and Radon Decay Products in Homes or ANSI/AARST MA-MFLB-2023: Protocol for Conducting Measurements of Radon and Radon Decay Products in Multifamily, School, Commercial and Mixed-Use Buildings).
- C. The tasks expected of the Consultant are as follows:
  - 1. Evaluate the radon situation at the property by reviewing radon test results and assessing property conditions from various sources, including the property owner.
  - 2. Provide a written and detailed proposal for mitigation, including the proposed costs, in accordance with current ANSI/AARST standards for the specific housing type or building.
  - 3. Upon receiving authorization to proceed with the provided mitigation proposal, design a cost-effective radon mitigation system with the goal of achieving a radon level below the EPA action level of 4 picocuries per liter of air (4 pCi/L).
  - 4. Install the system according to EPA standards and ensure that the completed system is functioning and effective.
- D. Once the radon mitigation system is installed and operational in accordance with ANSI/AARST and EPA standards, the property will be tested to ensure that the radon level is below the EPA action level of 4 picocuries per liter of air (4 pCi/L).

#### **Radon Mitigation Report Requirements**

The Consultant shall provide one original radon report for each property tested. Each report shall include:

- A. Information about the site where the radon mitigation system was installed (i.e., address, property owner name).
- B. A site map showing the location of the newly installed radon mitigation system.

- C. Details about the type of radon mitigation installed. This includes how the system operates, and any warranty information provided for the system.
- D. A copy of the NRPP or NRSB credentials for the person(s) who designed and installed the radon mitigation system.
- E. Any additional reports or forms requested by the City.

## **4. Evaluation Process**

All offers will be evaluated based on the criteria listed in the *Minimum Qualifications* section and information provided in *Attachment A. Evaluation Criteria*.



## 5. Standard Terms and Conditions

### 5.1. Definition of Key Words Used in the Solicitation

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of 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

“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.

“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.

## 5.2. 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.

### 5.3. 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.

#### 5.4. Governing Law; Forum; Venue

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

#### 5.5. Audit/Records

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

## 5.6. Independent Contractor Status; Employment Disclaimer

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

## 5.7. Costs and Payments

- A. Under this Agreement, the City will pay for services at a fixed or hourly bill rate as stated in the Pricing Proposal (Attachment B), with no additional charges for overhead, benefits, local travel or administrative support. Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.
- B. Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods and services received. The City will make every effort to process payment for the purchase of material or services within 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.
- C. **Invoices.** Contractor shall submit invoices for the Neighborhood Services Department to [nsd.rehabinv@phoenix.gov](mailto:nsd.rehabinv@phoenix.gov) and for the Housing Department to 1) [hou.ap@phoenix.gov](mailto:hou.ap@phoenix.gov) and 2) [Shannon.montilla@phoenix.gov](mailto:Shannon.montilla@phoenix.gov). Each invoice will clearly note the Purchase Order number and be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's

rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.

- D. **Commencement of Work.** The Consultant is cautioned not to commence any billable work or provide any material or service under this Agreement until Consultant receives a fully executed contract document or otherwise directed to do so, in writing by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Consultant recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- H. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## 5.8. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in EXHIBIT A – SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the City.



Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.

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

#### 5.9. 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.

#### 5.10. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
  
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
  
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
  
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

#### 5.11. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
  - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
  - 2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
  - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
  - Appraise the work it has completed and submit its appraisal to the City for evaluation.
  - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
3. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
  - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
  - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
  - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
  - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.
- D. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

## 5.12. 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) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

### If to Contractor:

If to City:                      Neighborhood Services Department  
   Attention: Contracts & Procurement Section  
   200 W. Washington Street, 4<sup>th</sup> Floor  
   Phoenix, AZ 85003

## 5.13. 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.

## 5.14. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

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

#### 5.15. Waiver of Claims for Anticipated Profits

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

#### 5.16. 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.

#### 5.17. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, 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, and require the same of all subcontractors.

#### 5.18. 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.

### 5.19. No Israel Boycott

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

### 5.20. No Forced Labor of Ethnic Uyghurs

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

### 5.21. 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.

### 5.22. Strict Performance

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

### 5.23. 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.

#### 5.24. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

#### 5.25. No Third-Party Beneficiaries

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

#### 5.26. 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.

## 6. Special Terms and Conditions

### 6.1. Term of Contract

The term of this Contract will commence on or about June 2, 2025 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.

### 6.2. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

### 6.3. Method of Invoicing

Invoice must be emailed in .pdf format 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

### 6.4. Method of Payment

Payment to be made from Contractor's invoice submitted to cover items received and accepted during the billing period.

### 6.5. Supplier Profile Changes

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

## 6.6. 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.

## 6.7. 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.

## 6.8. 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.

**NSD** Department Contact: Elaina Titus-Sterling

Phone: 602-495-0854

**Housing** Department Contact: Shannon Montilla

Phone: 602-262-6291

## 6.9. Licenses and Permits

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

## 6.10. Contacts with Third Parties

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

## 6.11. SBE / DBE Utilization

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

#### 6.12. Fiscal Year Clause

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

#### 6.13. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

#### 6.14. Professional Competency

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

#### 6.15. Specific Performance

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

#### 6.16. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any

information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

#### 6.17. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

## **6.18. 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.

## **6.19. 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.

## **6.20. 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.

## **6.21. 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.

## **6.22. 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.

## **6.23. 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. 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.

#### 6.24. 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.

#### 6.25. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. 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.

- H. 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.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
  - 1. Conviction of a felony.
  - 2. Conviction of a misdemeanor (not including traffic or parking violation).
  - 3. Any outstanding warrants (including traffic and parking violations).
  - 4. A person currently on parole or probation.
  - 5. A person currently involved in an investigation.

## 6.26. Confidentiality

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had



in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

## 6.27. Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means,

including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
  2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
  3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
  4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
  6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
  7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
  2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
  3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
  4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

### 6.28. 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.

### 6.29. Confined Space Structure Entry

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

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

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

### 6.30. 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.

### 6.31. 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.

### 6.32. 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.

### 6.33. OSHA Laws and Regulations

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

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

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

- Have a designated storage site for hazardous material, which includes secondary containment.

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

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

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

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

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

**Non-Hazardous Materials Labeling Specifications:** The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the

container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

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

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

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

#### 6.34. 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.

#### 6.35. 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](http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

### 6.36. Accommodations

- A. Parking accommodations, including the cost thereof, shall be borne by Consultant.
- B. Badge and key fees of this Agreement shall be borne by Consultant.

### 6.37. Smoking Pollution Control Measures

The Contractor shall be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986 and A.R.S. § 36-601-01. These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

### 6.38. Predecessor and Successor Agreement

The execution or termination of this Agreement shall not be considered a waiver by the City of any and all rights it may have for damages suffered through a breach of this or a prior Agreement with the Contractor.

### 6.39. Non-Material Changes

The Subrecipient shall give written notice to the designated City representative of any of the following non-material changes that affects either programmatic or financial requirements of this Agreement, but a written amendment will not be necessary.

- a. Change of address, telephone number, email, fax number;
- b. Change of Subrecipient's authorized signatory or his/her designee;
- c. Change in the name and address of the designated representatives to which notices are to be sent;
- d. Changes in Agreement related personnel positions of the Subrecipient which do not affect staffing ratios or staff qualifications required under this Agreement;
- e. Change in the name of the Subrecipient where the ownership remains the same;
- f. In Cost Reimbursement or Unit Fee Agreements, whenever there is less than a 10% increase or decrease in any budget category.

### 6.40. Evaluation and Monitoring

The City may evaluate, and the Contactor shall agree to cooperate in the evaluation of contracted services. Evaluation may assess the quality and impact of contracted services, either in isolation or in comparison with other similar services and assess the Contactor's progress and/or success in achieving the service requirements and deliverables set forth in this Agreement. The Contactor agrees that the City may monitor the subcontractor, in the services delivered, facilities maintained, and fiscal practices.

### 6.41. Visitation and Inspection

The Contactor's or subcontractor's facilities, services and individuals served, pertaining to the Agreement shall be available for visitation, inspection by the City and any other appropriate agent of the City, State, or Federal Government. At the discretion of the City, visitation and inspection may occur at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, the City may at any time visit and inspect



the Contractor's or subcontractor's facilities, services and individuals served.

#### 6.42. Property of the City:

Any materials whatsoever, including but not limited to, reports, computer programs and other deliverables, created under this Agreement are the sole property of the City. The Contactor is not entitled to a patent or copyright on those materials and may not transfer same to anyone else. The Contactor shall not use or release these materials without the prior written consent of the City.

#### 6.43. Right of Offset

The Contactor acknowledges the provisions of the Phoenix City Code which require and demand that no payment be made to any Contactor while there is an outstanding obligation due the City. The City may direct any such obligation be offset against payment due the Contactor. The City shall also be entitled to offset against any sums due the Contactor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contactor's non-conforming performance or failure to perform this Agreement, including expenses, costs and damages described in these Terms and Conditions of the Agreement.

#### 6.44. Non-Waiver of Liability

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, the Contactor 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.

#### 6.45. Unforeseen Delay In Performance

Neither the Contactor nor the City will be considered in breach or default of its obligations with respect to improvement of the property or the commencement and completion of rehabilitation of the improvements thereon, in the event of delay due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use will be extended for the period of the unforeseen delay if the party seeking the extension requests it in writing of the other party within ten (10) days after the beginning of the unforeseen delay. The period of unforeseen delay will be determined by the City.

## **7. CDBG Supplemental Terms and Conditions**

### **1. DRUG-FREE WORKPLACE:**

The Contactor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

### **2. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):**

The Contactor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contactor must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier ("UEI") number.

### **3. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN AND LABOR SURPLUS AREA FIRMS:**

3.1. When possible, the recipient or contactor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

3.2. Such consideration means:

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring a contractor under a Federal award to apply this section to subcontracts.

### **4. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):**

In all contracts in excess of \$100,000 the Contactor hereby certifies, to the best of his or her knowledge and belief, that:

4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contactor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 4.2. Each Contactor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352.
- 4.3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contactor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Applicable to all contracts in excess of \$150,000. The Contactor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, HUD, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

## **6. PROCUREMENT OF RECOVERED MATERIALS**

- 6.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contactor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contactor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contactor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- 6.2. Paragraph (a) of this clause will apply to items purchased under this Agreement where: (1) the Contactor purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Contactor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **7. ENERGY EFFICIENCY**

The Contactor will observe all mandatory standards and policies relating to energy

efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

**8. DEBARMENT AND SUSPENSION:**

The Contactor agrees to abide by Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant Responsibilities), published as Part VII of the May 26, 1988, Federal Register (pages 19159-19211). The City may, by giving written notice to the Contactor, immediately terminate this Agreement if the City determines that the Contactor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

**9. SEAT BELT USE:**

Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Contactors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

**10. SUBSTANTIAL INTEREST DISCLOSURE:**

10.1. The Contactor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Contactor's organization or with which the Contactor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Contactor has made a full written disclosure of the proposed payments, including amounts, to the City.

10.2. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

**11. COST OR PRICING DATA CERTIFICATION:**

11.1 By signing this Agreement, any amendment thereto, or other official form, the Contactor certifies, to the best of the Contactor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by the Contactor was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or fees. When the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.

**12. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

12.1. In accordance with 41 U.S.C. 4712, Contactor may not discharge, demote, or otherwise discrimination against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

12.2. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the City, Contactor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

12.3. Contactor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

### **13. FEDERAL IMMIGRATION AND NATIONALITY ACT:**

The Contactor shall comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees during the term of this Agreement. The Contactor shall maintain Employment Eligibility Verification Forms (1-9) as required by the U.S. Department of Labor. At the City's discretion, the City may request verification of compliance. If the Contactor does not comply with this requirement, the City retains the right to pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the Contactor. The Contactor shall bear all costs necessary to verify compliance.

### **14. PREDECESSOR AND SUCCESSOR AGREEMENTS:**

The execution or termination of this Agreement shall not be considered a waiver by the City of any and all rights it may have for damages suffered through a breach of this or a prior Agreement with the Contactor.

### **15. NON-MATERIAL CHANGES:**

The Contactor shall give written notice to the designated City representative of any of the following non-material changes that affects either programmatic or financial requirements

of this Agreement, but a written amendment will not be necessary.

- a. Change of address, telephone number, email, fax number;
- b. Change of Contactor's authorized signatory or his/her designee;
- c. Change in the name and address of the designated representatives to which notices are to be sent;
- d. Changes in Agreement related personnel positions of the Contactor which do not affect staffing ratios or staff qualifications required under this Agreement;
- e. Change in the name of the Contactor where the ownership remains the same;
- f. In Cost Reimbursement or Unit Fee Agreements, whenever there is less than a 10% increase or decrease in any budget category.

## **16. POLITICAL ACTIVITIES**

The Contactor will not use Community Development Block Grant funds ("CDBG funds") to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Contactor may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

## **17. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY**

17.3. Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Contactor will constitute an event of default or breach of this Agreement for purposes of Section 9, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

17.4. Prior to entering into this Agreement and during the time period covered by this Agreement, the Contactor will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

## **18. ENVIRONMENTAL CONDITIONS**

Pursuant to 24 CFR part 58, no CDBG funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record shall rest with the City. It is the responsibility of the Contactor to notify the City, and to refrain from making any commitments and expenditures on a site until a written authorization has been issued by the City. Failure to meet these conditions will mean that requested funds will not be disbursed.

## **19. PREFERENCE FOR DOMESTIC PROCUREMENT:**

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase,

acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

**20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT:**

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

## **8. Defense and Indemnification**

### **8.1 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.

### **8.2. 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.

## 9. Insurance Requirements

### 9.1. Insurance Requirements

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

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

### 9.2. Scope and Limits of Insurance

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

### 9.3. 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 Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

### 9.4. 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 Contractor relating to this Contract
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract.
- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

## 9.5. 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 contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

## 9.6. Contractor's Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

- The policy should be written on an "occurrence" basis with no sunset clause.
- Such insurance must name the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the scope of services contract. The policy should include the following coverages:
  - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
  - Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution in value.

- Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by pollution conditions and giving rise to cleanup costs.
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- Asbestos or lead (no exclusion)
- Mold and legionella coverage
- Transportation of cargo
- Non-Owned Disposal sites
- Definition of pollution conditions shall include sediments
- If the scope of work involves treatment, storage or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.

## 9.7. Professional Liability (Errors and Omissions Liability)

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

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

## 9.8. Notice of Cancellation

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

## 9.9. Acceptability of Insurers

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

## 9.10. Subcontractors

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

## 9.11. Approval

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

## 10. Submittals

### 10.1. Copies

Please submit one (1) original of the Submittal Section and all other required documentation via email. Submit each tabbed section in its own PDF file, as described below in section 10.2. *Offer Submittal Format*. **Do not submit one large PDF document for your submission.** 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 90 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

### 10.2. Offer Submittal Format

The electronic offer should be:

- 10.2.1. Typewritten, or completed in ink, for ease of evaluation;
- 10.2.2. Signed by an authorized representative of the Offeror;
- 10.2.3. Submitted with contact information for the individual(s) authorized to negotiate with the City; and
- 10.2.4. Submitted with the following major sections in separate PDF documents, clearly labeled accordingly:

**Tab 1 – Cover Letter**

**Tab 2 – Table of Contents**

**Tab 3 – Attachment A. Evaluation Criteria**

**Tab 4 – Attachment B. Pricing Proposal**

**Tab 5 – Submittal Section – Submittals 1-6**

**Tab 6 – Signed Addenda (if applicable)**

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 required. 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.

### 10.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual one or more qualified, experienced consultants to provide asbestos testing, lead-based paint testing, and radon testing and mitigation services on an as needed basis in support of the Lead Hazard Control, Housing Rehabilitation, Neighborhood Enhancement and Infrastructure, Public Facilities, and Housing Department programs. , 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.



## ATTACHMENT A EVALUATION CRITERIA

CITY OF PHOENIX

Provide a narrative response to each item that demonstrates your understanding of the Scope of Work requirements and describes your company's experience, qualifications, methodology and approach to providing the services stated in this solicitation. Responses should be specific to this solicitation.

### Criteria I – Years of Experience & Staff Capacity

- A. Describe the organization's years of experience, a minimum of two (2) years, conducting business within the Phoenix Metropolitan Area.
- B. Describe the organization's years of experience, a minimum of two (2) years, providing the services listed in the Scope of Work.
- C. Provide a narrative of the organization's staffing structure. Describe how you will ensure the scope of services are provided effectively and efficiently. Include resumes for key staff who will be performing services under the contract.
  1. As applicable, contractor has local staff who are accredited and certified as an asbestos inspector in accordance with the [Asbestos Hazard Emergency Response Act \(AHERA\)](#) regulations. A copy of the accreditation/certification must be provided.
  2. As applicable, contractor has local staff who are accredited and certified to survey, inspect, and test for the presence of lead-based paint materials, lead contaminated dusts and soil, and conduct clearance testing in accordance with [HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards](#). A copy of the accreditation/certification must be provided.
  3. As applicable, contractor has local staff who are accredited and certified to conduct radon testing in accordance with current Environmental Protection Agency (EPA) Radon recommendations, [HUD CPD Notice CPD-23-103](#), standards and protocols developed by the American National Standards Institute (ANSI) and the American Association of Radon Scientists & Technologists (AARST) as updated. This includes standards for single family homes (ANSI/AARST MAH-2023: Conducting Measurements of Radon and Radon Decay Product in Homes), and standards for multifamily and mixed-use buildings (ANSI/AARST MA-MFLB-2023: Protocol for conducting Measurements of Radon and Radon Decay Products in Multifamily, School, Commercial and Mixed-Use Buildings). A copy of the accreditation/certification must be provided.





## ATTACHMENT A EVALUATION CRITERIA

CITY OF PHOENIX

### Criteria II – Statement of Qualification (SOQ)

Contractor must provide a Statement of Qualification (3-5 pages) of the company profile and include items A-D below.

- A. Proof of authority to transact business, or in good standing, in the state of Arizona by the Arizona Corporation Commission (ACC). ACC print-out or screen grab must be provided.
- B. A brief narrative of the company profile and quality assurance practices.
- C. Describe the location of your place of business in accordance with the location requirements in the Minimum Requirements section.
- D. A description of past contracts or similar projects which demonstrate the capacity to provide the services stated in the Scope of Work.

### Criteria III – Laboratory Services

- A. Identify the names and addresses of the laboratory (laboratories) intended to be used under the contract.
- B. Provide documentation to demonstrate the laboratory (laboratories) meets the following accreditations and requirements:
  1. Participates in the Environmental Lead Proficiency Analytical Testing Program (ELPAT) for paint chips, dust and soil. And the lab must maintain participation throughout the term of the contract.
  2. Accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP), either through the American Industrial Hygiene Association (AIHA) or the American Association for Laboratory Accreditation (AALA) and must remain so throughout the term of the contract.
  3. Uses the analytical procedures currently being followed by the EPA Recognized laboratory to analyze Environmental Lead Proficiency Analytical Testing (ELPAT) Program samples and the EPA Document Residential Sampling for Lead: Protocols for Lead Dust and Soil Sampling.
  4. Must be able to provide same-day clearance results for dust wipe analysis. Same-day results are defined as a 5-hour turnaround time from receipt of sample to written transmission of results. Soil sample clearance results are expected within 24 hours.



**ATTACHMENT B  
PRICING PROPOSAL**

**CITY OF PHOENIX**

**1. PRICING PROPOSAL**

For purposes of determining the price, the City will not take tax into consideration. After contract award, all applicable taxes will apply. Prices shall be all-inclusive except for tax. All quantities are estimates and the City does not guarantee that the Contractor will receive a specific amount of work.

Provide a cost for each line item. Include in the Rate the cost of all labor, materials, equipment, supplies, supervision, transportation, mileage, and all other incidentals, in the cost to perform the required services.

**Asbestos Survey Pricing**

**Initial Asbestos Survey**

<b>Item Description or Activity</b>	<b>Rate</b>	<b>Unit of Measure</b>
Mobilization (Flat Rate) *		
ACM Survey (per hour rate)		
Asbestos (PLM) Samples (each)		
Report (1 original & 1 copy)		

**Clearance Testing**

<b>Item Description or Activity</b>	<b>Rate</b>	<b>Unit of Measure</b>
Mobilization (Flat Rate) *		
Asbestos (PCM) Samples (each)		
Final Clearance (PCM Air)		
Report (1 original & 1 copy)		

**Other**

<b>Item Description or Activity</b>	<b>Rate</b>	<b>Unit of Measure</b>
On-Call Monitoring		
Project Oversight		

\*Mobilization fee is applicable when no other service (Lead-Based paint inspection, etc.) is required.  
--Next day turnaround is defined as receipt by the end (5:00pm) of the next business day.

**Lead-Based Paint Pricing**

**Initial Testing**

<b>Item Description or Activity</b>	<b>Rate</b>	<b>Unit of Measure</b>
Testing combination – 1 XRF reading		
Dust Wipe		
Composite Soil Sample		



**ATTACHMENT B  
PRICING PROPOSAL**

**CITY OF PHOENIX**

Paint Chip Sample		
Mobilization		
Inspection Report (1 original & 1 copy)		

**Clearance Testing**

Item Description or Activity	Rate	Unit of Measure
Dust Wipe		
Composite Soil Sample		
Collection Samples		
Mobilization for clearance testing, each stage (Call-Out)		
Clearance Report (1 original & 1 copy)		

**Laboratory Analysis** (Enter up to three (3) laboratories that you will use for services)

Turnaround Time	Lab Name:	Lab Name:	Lab Name:
*5-hour (same day) Dust Wipe	Price:	Price:	Price:
*24-hour Dust Wipe Composite Soil Sample	Price:	Price:	Price:
2-3-day turnaround Dust Wipe Composite Soil Sample Paint Chip	Price:	Price:	Price:
4-7-day turnaround Dust Wipe Composite Soil Sample Paint Chip	Price:	Price:	Price:

\*Next day turnaround is defined as receipt by the end (5:00 p.m.) of the next business day.

\*\*Price Per Sample is for Dust Wipe, Composite Soil and/or Paint Chip Sampling.

**Radon Testing & Mitigation Pricing**

Item Description or Activity	Rate	Unit of Measure
Inspection		
Radon Sampling		
Radon Mitigation		

\*Additional rows can be added, as needed, to adequately determine Radon services pricing.



**EMERGENCY 24-HOUR SERVICE CONTACT**

(please complete and return with the submittal)

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

**1. Name of person submitting this disclosure form.**

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First	MI	Last	Suffix
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**2. Contract Information**

Solicitation # or Name:

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

--

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

--

**5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.**

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

--

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

--

**7. Disclosure of Conflict of Interest:****A. City Code Section 43-34**

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

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

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

**B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11**

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

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

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

**8. Acknowledgements**

**A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation**

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
  
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

**B. Fraud Prevention and Reporting Policy**

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

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

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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

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## CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name \_\_\_\_\_

Class \_\_\_\_\_

License Number. \_\_\_\_\_

Expiration Date \_\_\_\_\_



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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**OFFER**

(please complete, sign, and return with the submittal)

**TO THE CITY OF PHOENIX** - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. \_\_\_\_\_  
 Use Tax No. for Out-of-State Suppliers \_\_\_\_\_  
 City of Phoenix Sales Tax No. \_\_\_\_\_  
 Arizona Corporation Commission File No. \_\_\_\_\_

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

<p><b>Enter City's Registration System ID Number</b>          Located at City's eProcurement website (see SECTION 2          – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Print Name and Title Offeror Legal Name and Company Type  
*(President, Manager, Member)* *(LLC, Inc., Sole Proprietor)*

Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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## YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided \_\_\_\_\_  
listed in this solicitation for a period of \_\_\_\_year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_