



**CITY OF PHOENIX  
Water Services Department  
200 W. Washington St., 9<sup>th</sup> Floor  
Phoenix, AZ 85003**

**INVITATION FOR BID  
IFB-2021-WWC-444 (LW)**

**MANHOLE PEST CONTROL SERVICES FOR ROACH TREATMENT  
REQUIREMENTS CONTRACT**

Linda Wright  
Procurement Officer  
Phone: (602) 534-2986  
Email: [linda.wright@phoenix.gov](mailto:linda.wright@phoenix.gov)

Solicitation Posting Date: April 29, 2021



**TABLE OF CONTENTS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

**SECTION I – INSTRUCTIONS.....3**  
**SECTION II – STANDARD TERMS AND CONDITIONS.....16**  
**SECTION III – SPECIAL TERMS AND CONDITIONS.....31**  
**SECTION IV – INSURANCE AND INDEMNIFICATION.....47**  
**SECTION V – SCOPE OF WORK.....51**  
**SECTION VI – SUBMITTALS.....60**

**ATTACHMENTS:**

Attachment A Conflict of Interest & Solicitation Transparency Disclosure Form...64  
Attachment B Bid Price Schedule.....67  
Attachment C References .....68



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

**Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.**

### **SOLICITATION RESPONSE CHECK LIST**

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

**Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.**



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

1. DESCRIPTION – STATEMENT OF NEED:

- 1.1. The City of Phoenix invites sealed offers for Manhole Pest Control Services for Roach Treatment for a five-year period commencing on or about September 1, 2021, 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.
1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
1.3 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. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City's procurePHX Self-Registration System at: https://www.phoenix.gov/financesite/Pages/EProc-help.aspx 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.

3. SCHEDULE OF EVENTS:

Table with 2 columns: ACTIVITY (All times are local Phoenix time) and DATE. Rows include Pre-Offer Conference, Written Inquiries Due Date, Offer Due Date, and Offer Submittal Location.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

A Pre-Bid Conference will be held electronically via WEBEX on Wednesday May 5, 2021 at 2:30 p.m. Arizona time. Offerors that plan on attending must access the following meeting link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m9a3c8543902695c8c1b9f3d62b2d00c0>

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or site visit.

#### **4. PREPARATION OF OFFER:**

**4.1** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

**4.2** 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.

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

**4.4** 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:

**4.4.1** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

**4.4.2** Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

**4.4.3** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

**4.4.4** 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.



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- 4.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7 Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.
5. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Water Services Department, Procurement Division, 200 W. Washington St. 9th, Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.
6. **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.
7. **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**.



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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

8. **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.
9. **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.
10. **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.
11. **CERTIFICATION:** 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.
12. **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.

Offers must be submitted in one of the following ways:

**12.1** Submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- Solicitation Title
- Offer Opening Date

Such Offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

**12.2** Submitted electronically by email to email address: [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov) and the following information should be noted in the email:

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

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. 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.

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

**12.3** If available for this solicitation, submitted electronically by file transfer site. For instructions to upload a digital Offer, Offeror must first indicate its intent to apply (and submit a completed "intent to apply" form, if provided in the solicitation) by email to [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov) and the following information should be noted in the email:

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





## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

It is the responsibility of the Offeror to ensure that the Offer 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 upload as received/stamped by the City's file transfer site 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.

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

13. **WITHDRAWAL OF OFFER:** At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov) 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 similar verifiable software program.
14. **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 calendar 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 it's 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.

15. **PRE-AWARD QUALIFICATIONS:**
  - 15.1 Offeror must have been in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing the services in this solicitation. (This information must be provided



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

in the Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

**15.2** Upon notification of an award the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

**15.3** After the City receives and approves the certificate of insurance the Offeror will receive notice to submit a complete work schedule covering all the locations for which they received low solicitation notification. The Offeror will have 30 calendar days to complete and submit the work schedule for each location. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in the Scope of Work. If any of the above requirements are not met, the Offeror's submittal will be deemed non-responsive and the next lowest responsible Offeror will receive low solicitation notification initiating the pre-award qualification process.

**15.3.1** Work schedule must be approved in writing by the City's authorized representative prior to any work commencing.

### **16. AWARD OF CONTRACT:**

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

**16.2** Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the solicitation. This may include performance history on past and current government or industrial contracts; and
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the solicitation; and,
- Safety record; and,
- Vendor history of complaints, and termination for convenience or cause.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

**16.3** Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

**16.4** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

**17. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein 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 of Phoenix or any court.

**18. SOLICITATION TRANSPARENCY POLICY:**

**18.1** 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.

**18.2** 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.

**18.3** 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



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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.

- 18.4** 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.
- 18.5** 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.
- 18.6** "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.

### **19. PROTEST PROCESS:**

- 19.1** 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.
- 19.2** 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.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- 19.3** 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.
- 19.4** 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.
- 19.5** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- 19.5.1 Identification of the solicitation number;
  - 19.5.2 The name, address and telephone number of the protester;
  - 19.5.3 A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - 19.5.4 The form of relief requested; and
  - 19.5.5 The signature of the protester or its authorized representative.
- 19.6** 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.
- 20. PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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.

21. **LATE OFFERS:** Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.
22. **RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror 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.
23. **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 award.
24. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
  - 24.1 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.
  - 24.2 **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.
  - 24.3 **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



**SECTION I - INSTRUCTIONS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

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.

- 25. EQUAL LOW OFFER:** Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

### 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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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.
- “Water Services Director”** The contracting authority for the Water Services Department, City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

“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 bids, 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, bids 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.

## 2. CONTRACT INTERPRETATION:

**2.1 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.

**2.2 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:

2.2.1 Special terms and conditions.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

2.2.2 Standard terms and conditions.

2.2.3 Amendments.

2.2.4 Statement or scope of work.

2.2.5 Specifications.

2.2.6 Attachments.

2.2.7 Exhibits.

2.2.8 Instructions to Contractors.

2.2.9 Other documents referenced or included in the Solicitation.

**2.3 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.

**2.4 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.

**2.5 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.



## SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

**2.6 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.

### **3. CONTRACT ADMINISTRATION AND OPERATION:**

**3.1 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 vendor has in place.

**3.2 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.

**3.3 EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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.

3.3.1 **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.

3.3.2 **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



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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.

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

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

**3.4 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:

3.4.1 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.

3.4.2 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.

3.4.3 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.

**3.5 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.

3.5.1 At the request of City representatives, the Contractor will provide the City:



## SECTION II – STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

3.5.2.1 Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

3.5.2.2 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.

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).

**3.6 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.

**3.7 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.

**3.8 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



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

#### 4. COSTS AND PAYMENTS:

**4.1 GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within 30 to 45 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.

**4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

**4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

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

**4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

**4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

**4.7 MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

**4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

### 5. CONTRACT CHANGES:

**5.1 CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

**5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

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

### 6. RISK OF LOSS AND LIABILITY:

**6.1 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





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

**6.2 ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract 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.

**6.3 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.

**6.4 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 project manager.

**6.5 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



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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.

- 6.6 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.

### 7. CITY'S CONTRACTUAL RIGHTS:

- 7.1** 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.

- 7.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

- 7.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

- 7.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- 7.5 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 8. CONTRACT TERMINATION:**
- 8.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

### 8.2 CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-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.

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

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

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



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

9. **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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. 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.aspx>. 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 agrees to remit any overpayments back to the City for miscalculations on taxes included in an Offer price.
10. **TAX INDEMNIFICATION:** Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
11. **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.



**SECTION II – STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

- 12. NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

1. **FOB POINT:** Prices quoted shall be FOB destination and delivered and unloaded, as required, to various locations within the Phoenix metropolitan area.
2. **DELIVERY TIMEFRAME:** All deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., local time, Monday through Friday, excluding City holidays.
3. **CONTRACT TERM AND PRICE:** Contract term shall be for an initial (2) two-year period, with the option to renew up to (3) three additional years for a total term of (5) five-years. All renewals shall be agreed upon by both parties via contract amendment.

All prices submitted shall be firm and fixed for the initial first year period of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

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

4. **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.
5. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number.
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Applicable tax.
  - Invoice number and date.



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address.
6. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.
  7. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual written contract order release number(s) issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.
  8. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://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.
  9. **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 thirty 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 Deputy Finance Director or Department Director prior to the institution of the change.
  10. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve 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.
  11. **PERFORMANCE INTERFERENCE:** Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.





## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

Department Contact: Will be provided after award of contract.  
Phone: Will be provided after award of contract.

12. **COOPERATIVE AGREEMENT:** In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. A current listing of eligible entities may be found at [www.mesaaz.gov/business/purchasing/save](http://www.mesaaz.gov/business/purchasing/save).

Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

13. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
14. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
15. **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.
16. **PROCUREMENT REPORTS:** Contractor shall submit procurement reports upon request by the City. Reports shall be submitted in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
17. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
18. **TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files,



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

- 19. 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.

**19.1 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.

**19.2 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.

**19.3 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.

**19.4 Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

**19.5 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.

**19.6 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

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



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

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

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

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

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

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

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

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

**19.11 Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

**20. BACKGROUND SCREENING – MAXIMUM RISK:**

**20.1** The current risk level and background screening required is **MAXIMUM RISK**.

**20.2 Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
  - City data centers, money rooms, high-value equipment rooms; or
  - Unescorted access to private residences; or
  - Access to critical infrastructure sites/facilities.

**20.3 Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

**20.4 Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

- Driving records (for driving positions only).

**20.5 Contractor Certification; City Approval of Maximum Risk Background Screening:** Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- Submitting pass/fail results to the City for approval; and,
- Reviewing the results of the background check every three to five years, dependent on scope; and,
- To engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,



## SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- 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.
- 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.
- 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.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 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.
- 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.
- 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.





## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- 20.6** 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:
- Conviction of a felony.
  - Conviction of a misdemeanor (not including traffic or parking violation).
  - Any outstanding warrants (including traffic and parking violations).
  - A person currently on parole or probation.
  - A person currently involved in an investigation.

**20.7 HANDLING OF PHOTOGRAPHS:** The US Department of Homeland Security has designated water and wastewater treatment facilities as ‘critical infrastructure/key resources’. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

**20.8 Additional City Rights Regarding Security Inquiries:**

20.8.1 In addition to the foregoing, the City reserves the right, but not the obligation, to:

- Have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- Act on newly acquired information, whether or not such information should have been previously discovered;
- Unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and
- Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.

**21. CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information





## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

owned by the City, the Contractor shall not disclose data generated in the performance of the service to any third person.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

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

**22.1 The City, in its sole discretion, reserves the right, but not the obligation to:**

- Require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- Act on newly acquired information whether or not such information should have been previously discovered;
- Unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- Object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.



### SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

23. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in Attachment B – Bid Sheet.
24. **WARRANTY:** All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of two years from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

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

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

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

26. **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



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

**27. 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.

**28. OSHA LAWS AND REGULATIONS:**

**28.1 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.

**28.2 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:



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

- 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.

28.3 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 Water Services 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 Water Services Department.

28.4 Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Water Services Department upon commencement of this Contract, and reviewed by the City's Department Safety Analyst for verification. Failure of the Contractor or their



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

- 28.5 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.
- 28.6 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.
- 28.7 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.
- 28.8 HAZARDOUS MATERIALS MANAGEMENT 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.
- 28.9 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.
29. **RIGHT-OF-WAY MANAGEMENT PROGRAM:** Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

agreement. Requirements may be found at [www.phoenix.gov/streets/traffic-management/right-of-way-mgmt-program-information](http://www.phoenix.gov/streets/traffic-management/right-of-way-mgmt-program-information).

- 30. 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.



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

1. **DEFENSE AND INDEMNIFICATION CLAUSE:** Consultant (“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 or other amount 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 as 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 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.

2. **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 of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect 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 is free to purchase additional insurance as may be determined necessary.

2.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess





**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**2.1.1. Commercial General Liability – Occurrence Form**

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

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

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

**2.1.2. 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 following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

**2.1.3. 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.

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



## SECTION IV – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by 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.

**NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to: **City of Phoenix Water Services Department Procurement, 200 W Washington Street 9th Floor, Phoenix, AZ 85003.**

[WSDProcurement@phoenix.gov](mailto:WSDProcurement@phoenix.gov)

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to: **City of Phoenix Water Services Department Procurement, 200 W Washington Street 9th Floor, Phoenix, AZ 85003, [WSDProcurement@phoenix.gov](mailto:WSDProcurement@phoenix.gov)**

The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

subcontractors must be subject to the minimum requirements identified above.

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



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

### 1. PURPOSE AND BACKGROUND

- 1.1 The City of Phoenix Water Services Department (WSD), Wastewater Collection Division (WCD), invites sealed Offers for Manhole Pest Control Services for Roach Treatment.
- 1.2 The WCD is responsible for the operations and maintenance of the City's sanitary sewer system and cleanouts. A component of the WCD's preventative maintenance program, is the treatment of the City's manholes and cleanouts with insecticide application for roach control. The WCD is seeking a qualified Contractor to provide both insecticide and application services for the City's 95,000 manholes and 8,000 cleanouts. Manholes are located throughout the City of Phoenix 540+ square mile service area.
- 1.3 Contractor will be required to treat one-half of the manholes and one-half of the sewer cleanouts each year.

### 2. LICENSING AND CERTIFICATION

- 2.1 Contractor and its employees providing the pest management services under this contract, shall be appropriately licensed, certified, registered applicators in good standing with the State of Arizona, Department of Agriculture's Pest Management Division.
- 2.2 Contractor and its employees shall maintain current, valid licensure, certification at all times while providing services under this contract.
- 2.3 Contractor must notify the City's authorized representative of any change in Contractor's personnel providing the application services under this contract. Notification and a copy of valid licensure must be provided to and approved by the City.

### 3. INSECTICIDE REQUIREMENTS

- 3.1 Contractor shall only utilize the insecticide, INSECTA®, Environmental Protection Agency (EPA) Registration Number 45600-1, for the treatment of manholes and cleanouts and shall be utilized in compliance with all manufacturer labels, EPA and registration requirements. **Substitutions will not be considered.**
- 3.2 Any spillage or over-spray of the insecticide product or application of product, outside of the manholes or cleanouts must be reported to the City immediately. Contractor will be held responsible for all costs associated with the remediation of the spillage or over-spray and must report all incidents of same to the proper applicable authorities.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

### **4. HEALTH, SAFETY AND EQUIPMENT REQUIREMENTS**

In accordance with Section III – Special Terms and Conditions, Paragraph 26. Equipment/Safety; the following shall also apply:

- 4.1 Contractor's employees shall wear safety vests and Personal Protection Equipment (PPE) at all times, and utilize all measures necessary to protect equipment and employees from contact with wastewater. This includes protecting the chemicals and any other equipment that have the potential to contact the interior of the manholes from cross contaminating equipment and employees.
- 4.2 Contractor will be responsible to inform its employees that most of the services under this contract are to be carried out in operating, active gravity sanitary sewerage conveyance lines and related facilities. Any entry into or near the related sanitary manholes or cleanouts may involve, but not be limited to, exposure to one or more of the following hazards:
  - Pathogenic micro-organisms
  - Oxygen-Deficient atmosphere
  - Flammable atmosphere
  - Toxic atmosphere
  - Temperature extremes
  - Engulfing hazards
  - Excessive noise
  - Slick or wet surfaces
  - Falling objects
  - Insects; including bees, spiders, snakes and roaches
  - Insecticides
  - Lifting heavy objects
  - Septic sewage
  - Electrical Hazards

### **5. PROGRAM MANAGEMENT**

- 5.1 The Contractor shall be responsible for the effective, timely, efficient and environmentally sound completion of the required work under this contract by planning and scheduling all related activities for each week.
- 5.2 Planning shall include a review of the sewer base maps and all field reconnaissance to locate and access manholes and cleanouts in remote areas and in areas with difficult access such as washes and restricted easements; and specific maintenance instructions within each section.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- 5.2.1 Maps will be provided to the Contractor subsequent to award. (See Paragraph 17.)
- 5.3 Scheduling includes providing for appropriate traffic control and work notification during restricted time periods or at restricted locations.
- 5.4 Subsequent to award notification, Contractor shall submit an outline and Schedule Plan for the services to be conducted under this contract within 30 days of receiving notification. The Schedule Plan must be approved in writing by the City's authorized representative prior to any work commencing. The Schedule Plan shall be based off the City's fiscal year (July 1 to June 30), not calendar year.
- 5.5 The Contractor shall provide weekly updates to the City's authorized representative to include total City sewer structures treated for the previous week. The update should be e-mailed no later than noon the following Monday.
- 5.6 The Contractor shall provide monthly progress reports electronically to the City's authorized representative with the following information:
- Fiscal year to date count of quarter sections completed
  - Fiscal year to date count of structures treated (manholes and cleanouts) within each quarter section
  - Fiscal year to date treatment totals for manholes and cleanouts
  - Location and details of any reports per 6.1 including date, time, and person contacted

## 6. TREATMENT / APPLICATION

- 6.1 Contractor shall visually inspect each sanitary sewer structure once opened, prior to any insecticide application. Any issues or structural deficiencies including but not limited, to missing bricks, peeling or cracking of the coating, partial or full collapse, or stoppage of flow shall be communicated to the City's authorized representative no later than the end of the business day at 2:30 p.m.
- 6.2 Any sanitary sewer structure that would require the breaking of a seal, shall be reported to the City's authorized representative no later than the end of the same business day at 2:30 p.m. It is the City's responsibility to have the structure resealed and notify the Contractor upon completion.
- 6.3 Manholes: Treatment of all manholes must be to an average depth of eight (8) feet, with an average of one hundred (100) square feet per structure. Structures of less than eight (8) feet in depth shall be treated in their entirety. Structures exceeding eight (8) feet in depth shall be treated using the "top" eight (8) feet of the structure as a guideline.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

6.4 Sewer Cleanouts: Treatment of all cleanout structures will be the Contractor's responsibility. These structures shall be treated to a depth of not less than the "top" three (3) feet when reasonable to do so. Reasonableness shall take into account the capabilities of the application equipment, Contractor safety, and presence of debris or other material in the cleanout.

6.5 Completeness: Contractor may move to another quarter section when all sewer structures have been treated in a completed quarter section. This may require additional visits as necessary in the event that structures cannot be located by the Contractor, or the City's authorized representative finds incomplete work. When a quarter section is complete, the Contractor is required to return the maps that were provided by the City.

### 7. IDENTIFICATION MARKINGS

Upon completion of work, the Contractor will mark each structure with an identifying color. The identifiable marking must be pesticide-free and approved for such use.

7.1 Interior: Structures treated in year one (1) and year two (2) of the contract must be differentiated by those treated in years three (3) and four (4), in the form of different colors. White paint will be used for the first two-year application cycle, and green paint will be used in the second two-year application cycle. Treatments conducted in year five (5) of the contract term will utilize white paint.

7.2 Exterior: Each manhole or cleanout structure shall be marked with a small dot of a mutually agreed upon color between the City and Contractor. This will identify that the manhole or cleanout has been treated. The identifying dot will be placed on top of the structure cover near the center. The product used to mark the top of the structure must not be the same product used on the interior of the structure.

### 8. RIGHT-OF-WAY

In accordance with Section III – Special Terms and Conditions, Paragraph 30. Right-of-Way Management Program; the following shall also apply:

8.1 A Right-of-Way (ROW) is any City property that is readily accessible to the public. This includes, but not limited to, public streets, alleys, washes, landscaped medians, etc. Accessing a ROW does not require permits, additional coordination, or special approvals.

8.2 Contractor shall ensure public safety when treating structures in the ROW. All applicable requirements of the City of Phoenix Streets Transportation Department shall be adhered to when conducting work under this contract including, but not limited to Phoenix City Code Chapter 31, Article XIII (current version) and the City Right-of-Way Management Program. Information can be located on the City's website: <https://www.phoenix.gov/streets/traffic-management/right-of-way-mgmt>.





## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- 8.3 Contractor's employees and any subcontractors that will be setting up and/or removing temporary traffic control devices must complete the annual training program and provide documentation to the City's authorized representative. Contractor may call (602) 262-6235 to register for the required training.
- 8.4 No structures shall be left unattended at any time. Pedestrian traffic shall not be obstructed for any duration of time. If a major intersection needs to be closed or have traffic restricted, the Contractor shall contact the City's authorized representative for approval and assistance, at least 48 hours prior to any work commencing.

### **9. EASEMENTS**

Easements are lands set aside for maintenance and repair of the City's sanitary sewer infrastructure. The property is owned by an entity other than the City of Phoenix. Easements may be owned by other municipalities, utilities, or private residents, whereby the Contractor will remain respectful of private property rights. Generally, these areas are readily accessible and may include canals, utility easements, etc. In the event special approvals or permits are required to enter these locations, the City's authorized representative must be contacted for assistance. The Contractor will not be held responsible in the event any access is denied.

### **10. PRIVATE PROPERTY**

- 10.1 Contractor is responsible for treating City sewer infrastructure on private property while at the same time respecting private property rights. Private property is considered a private residence, business, homeowner's association property, gated communities, and/or locations with restricted access. Any work conducted on private property shall be completed expeditiously using the utmost professional courtesy when contacting the public. Landscaping shall be undisturbed in easement areas or returned to its original condition when applicable.
- 10.2 Primary responsibility for customer contact will be the City's authorized representative. Contractor shall not enter private property to treat structures unless the property owner, manager, or the City's authorized representative has granted permission. Additionally, no vehicular traffic will be permitted on private property unless the property owner, manager, or City representative has granted prior permission. Failure to adhere to these requirements may result in termination of this contract.

### **11. CONFINED SPACES**

In accordance with Section III – Special Terms and Conditions, Paragraph 31. Confined Space Structure Entry; the following shall also apply:



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

Definition: Confined space is defined as manholes, crawl spaces, tanks, underground vaults, storage bins, pits and diked areas, vessels, silos and other similar areas that are not designed for continuous occupancy and are difficult to exit in the event of an emergency. People working in confined spaces face life-threatening hazards including toxic substances, electrocutions, explosions, and asphyxiation.

Entering a confined space is not expected during this contract, however, if a confined space or modified confined space is required, the Contractor shall contact the City's authorized representative. The City's authorized representative will ensure that all applicable requirements of the City's Confined Space Entry Program and applicable Occupational Safety and Health Administration (OSHA) regulations are met prior to entry.

Contractor shall provide and enforce the use of all applicable Personal Protective Equipment (PPE) for their employees.

### **12. QUALITY CONTROL**

Contractor will be responsible for daily quality control of work performed by its employees and will ensure that all work is performed to the highest standards and that documentation is complete and accurate.

### **13. WORK HOURS AND LOCATION**

13.1 General work hours will be conducted from 6:30 a.m. to 2:30 p.m., Monday through Friday, City observed holidays excluded. Contractor may work prior to 6:30 a.m., after 2:30 p.m., weekends, and/or holidays as needed, with prior City approval. Work shall not be conducted at night.

13.2 Manholes and cleanouts are located throughout the City's 540+ square mile service area. All designated structures are reasonably accessible to the Contractor, however, not all sites are accessible by vehicle, therefore, the use of portable equipment, treatment devices, and other means of transport may be needed in some locations.

13.3 The Contractor must make a reasonable attempt to locate and treat the structure during the initial visit. In the event a structure cannot be located, the Contractor shall notify the City's authorized representative within (5) five business days and the City will locate and expose the manhole or cleanout for the Contractor.

13.3.1 In the event the Contractor is unable to access the structure to be treated, the Contractor shall notify the City's authorized representative within (5) business days and a determination will be made by the City for the treatment of the structure.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

### 14. EMERGENCIES

- 14.1 When an emergency is encountered, the Contractor shall immediately notify the City's authorized representative during business hours. After hours, holidays or weekends, the Contractor shall contact the Water Services Department's Emergency Line at (602) 261-8000, and provide the following information:
- Quarter Section and Structure Numbers
  - Address
  - Location (major cross streets and local area description)
  - How to access the area, and if there are any access restrictions such as private property, gates, fences, etc.
  - Description of the situation/problem
- 14.2 Emergencies include, but are not limited to, stoppage or blockage in sewer main, sanitary sewer overflow, collapsed structures, missing or broken manhole or cleanout covers, offset manhole covers, frames, or cement collars, and beehives.

### 15. APPLICABLE STANDARDS

- 15.1 All work conducted under this contract shall be completed as expeditiously as possible using the utmost professional courtesy when working with the general public. Landscaping must be undisturbed in easement or private property areas, or returned to its original condition, when applicable.
- 15.2 Contractor's employees shall display the City issued Contractor's badge at all times while conducting any work under this contract. Areas to include, but not limited to, public property, private property, easements and right-of-way.
- 15.3 Contractor's employees will wear a clean company uniform and the company name will be displayed on the employee's work vehicle.
- 15.4 No one except authorized employees of the Contractor is allowed on the premises of City of Phoenix facilities and/or property. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized and properly badged employee of the Contractor.
- 15.5 Contractor will be held responsible in the event any property damage should occur that was caused by the Contractor.
- 15.6 Contractor shall remain in compliance at all times during the duration of this contract in accordance with the following:



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
**200 W. Washington St.,**  
**9<sup>th</sup> Floor**  
**Phoenix, AZ 85003**

- United States Environmental Protection Agency (EPA)
- Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)
- State of Arizona, Department of Agriculture Pest Management Division
- City of Phoenix Streets Right-of-Way Management
- City of Phoenix Water Services Department
- All other applicable federal, state, local rules and regulations

15.7 Storage of Contractor's chemicals are not allowed on City premises.

15.8 Failure to adhere to these conditions may result in termination of this contract. The City will not be held responsible for any non-compliance on part of the Contractor.

15.9 WSD reserves the right to add, change, or delete items, locations, brands and/or manufacturers as required.

### **16. WARRANTY**

Product and workmanship must be guaranteed by the Contractor for a minimum of two (2) years from the date of the last application/treatment. In the event 10 or more live roaches are found at a treated structure during the warranty period, the structure shall be re-treated by the Contractor within 10 calendar days at no cost to the City. The scheduling of warranty work will be coordinated through the City's authorized representative.

### **17. MAPS**

17.1 Subsequent to award, the City will provide the Contractor with the appropriate paper (hardcopy) quarter section maps indicating the location of the structures to be treated. The City's authorized representative will provide maps to the Contractor, not to exceed a maximum of 10 maps at any one time. New quarter section maps will be provided to the Contractor as each section is completed and verified by the authorized City representative.

17.2 Deviations between the exact locations and the maps may exist. If this occurs, Contractor shall report the information to the City's authorized representative no later than 24 hours after the deviation was discovered. The City's representative will arrange to have the mapping system corrected, if applicable, and the corrected map will be provided to the Contractor.

### **18. PAYMENT ACCEPTANCE CRITERIA**

18.1 Charges shall only be incurred when the manhole/cleanout is treated. Invoices will include the total number of manholes and total number of cleanouts serviced during the billing period. Invoices will be reviewed and processed upon receipt. Additionally, the Contractor shall provide a list of individual sewer structures that were treated which includes quarter section and manhole or cleanout number.



**SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

- 18.2 The City's authorized representative will randomly inspect quarter sections to check for completeness and adherence to the Scope of Work in this contract. In the event the top of a manhole or cleanout was marked (refer to Paragraph 7), but the inside was not treated, the Contractor shall respond and treat the location within 48 hours at no charge to the City.



## SECTION VI – SUBMITTALS

CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003

1. **COPIES:** If submitted electronically, please submit one original PDF copy via email to the following: [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov).

If submitted via U.S. Mail, delivery or hand-carry, please submit one original and one copy.

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

2. **OFFER SUBMITTAL FORMAT:** The written Offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed per the following major sections:
  - Tab 1 SECTION VI: SUBMITTALS
    - Costs and Payments, paragraph 3.
    - Emergency Twenty-Four Hour Service, paragraph 5.
    - Offer Form
  - Tab 2 Attachment A – Conflict of Interest & Solicitation Transparency Disclosure
  - Tab 3 Attachment B – Bid Price Schedule
  - Tab 4 Attachment C – References
  - Tab 5 Copies of valid licensure and certification of the Contractor and its employees providing the services under this contract, to include the following:
    - State of Arizona Department of Agriculture Business License
    - Qualified Party License Information
    - Employee Applicator Licensure and Registration
  - Tab 6 Signed Solicitation Addenda, if applicable.



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

[ ] Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

[ ] Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

4. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS: Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

5. EMERGENCY TWENTY-FOUR HOUR SERVICE: Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency requirement. Any changes in contacts must be promptly submitted to the City.

Name \_\_\_\_\_

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

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

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





**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

**OFFER**

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

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder 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 Bidder 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.

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

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

\_\_\_\_\_  
Verify Name and type of company  
(LLC, Inc., Sole Proprietor)

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Company's Fax Number \_\_\_\_\_  
Company's Toll Free # \_\_\_\_\_  
Email Address \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

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

**CITY OF PHOENIX**  
A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_ Awarded this \_\_\_\_ day of \_\_\_\_\_ 2021  
Troy Hayes, Director  
Water Services Department

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form this 19<sup>th</sup> day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

ATTACHMENT A
CONFLICT OF INTEREST & SOLICITATION TRANSPARENCY DISCLOSURE

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.

Blank space for name entry

First MI Last Suffix

2. Contract Information

Solicitation # or Name:

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

Blank space for contract information

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.

Blank space for listing individuals/entities

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:

Blank space for subcontractor information

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.

Blank space for attorney/lobbyist/consultant information



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX  
200 W. Washington St.,  
9<sup>th</sup> Floor  
Phoenix, AZ 85003**

**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



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

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.

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 thirty (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

rev. 7/2017 (JMK)



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

ATTACHMENT B - BID PRICE SCHEDULE

- 1. Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. For the purposes of determining the lowest price, the City will not take tax into consideration. Taxes must be listed as a separate item on all invoices.
2. Additional charges for fuel surcharges, delivery, dealer prep, environmental and waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid, these charges must be included in the Offeror's submittal price.
3. Pricing shall be all inclusive of labor, equipment, transportation, insecticide, safety supplies and equipment. Pricing shall include all areas of providing manhole treatment, cleanout treatment; to include easements, right-of-way, public areas, private property and confined spaces.
4. Award(s) must be made on an "all or none" basis. Submittals without individual item pricing will be considered as non-responsive and rejected. Pesticide substitutes will not be considered.

Table with 7 columns: Item No., Description, UM, Estimated Quantity, Unit Price, Total Price, Warranty Period. It lists two items: Manholes INSECTA pesticide application and treatment per manhole, and Cleanouts INSECTA pesticide application and treatment per cleanout. A total price row is also present.



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

ATTACHMENT C
REFERENCES

REFERENCES AND YEARS IN BUSINESS: The Offeror’s normal business activity during the past five years must have been for providing Manhole Pest Control Services for Roach Treatment as described in this solicitation. Offeror shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Offeror is currently furnishing or has furnished the services as described above. References must not be City of Phoenix employees.

- 1. Company Name
Address
Reference
Telephone Number
Email address
Number of Years Providing Service:
2. Company Name
Address
Reference
Telephone Number
Email address
Number of Years Providing Service:
3. Company Name
Address
Reference
Telephone Number
Email address
Number of Years Providing Service: