



**CITY OF PHOENIX  
WATER SERVICES DEPARTMENT**

**REQUEST FOR PROPOSAL  
RFP-2122-WES-358  
SCIENTIFIC, REGULATORY, AND TECHNICAL BASED TRAINING SERVICES  
REQUIREMENTS CONTRACT**

**PROCUREMENT OFFICER**  
Kelie F. Thomas  
200 W. Washington Street, 9<sup>th</sup> Floor  
Phoenix, AZ 85003  
Email: [kelie.thomas@phoenix.gov](mailto:kelie.thomas@phoenix.gov)

Date posted October 13, 2021



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## SECTION I - INSTRUCTIONS

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**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.

- Intent to Submit form completed and submitted to Procurement Officer
- 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 signed addenda, if any.
- Email the “**Intent to Submit**” form to the procurement officer, at [kelie.thomas@phoenix.gov](mailto:kelie.thomas@phoenix.gov) no later than **10:00 a.m. on Thursday, October 28, 2021.**
- The e-mail subject line clearly shows your company name, the solicitation number, solicitation title and the offer opening date.

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



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### SECTION I – INSTRUCTIONS

#### 1. DESCRIPTION – STATEMENT OF NEED:

- 1.1. The City of Phoenix invites sealed offers for Scientific, Regulatory, and Technical Based Training Services for a five-year period commencing on or about February 1, 2022, 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:

ACTIVITY	LOCATION	DUE DATE AND TIME All times are Phoenix local time
Pre-Offer Conference	<p><u>Via WEBEX only.</u>  <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m738d140adf28a484c108f8f8bef00191">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m738d140adf28a484c108f8f8bef00191</a>            Event number: 2458 518 8452            Event password: 88wFZBPR79a (88939277 from phones)            Join by phone            +1-415-655-0001 US Toll            Access code: 245 851 88452</p>	10:00 a.m. Tuesday October 19, 2021
Written Inquiries Due Date	Submit all inquiries to <a href="mailto:kelie.thomas@phoenix.gov">kelie.thomas@phoenix.gov</a>	10:00 a.m. Thursday, October 21, 2021



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ACTIVITY	LOCATION	DUE DATE AND TIME All times are Phoenix local time
<b>Intent to Submit Due Date</b>	E-mail <a href="mailto:kellie.thomas@phoenix.gov">kellie.thomas@phoenix.gov</a> to obtain file sharing link and submittal order	10:00 a.m. Thursday, October 28, 2021
<b>Offers Due Electronically</b>	Water Services Department file sharing site. Link will be provided after receipt of Intent to Submit form	2:00 p.m. Thursday, November 4, 2021

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



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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.

- 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/>. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to city council award, 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 written inquiries due date



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indicated in the Schedule of Events. The City will not consider questions received after the deadline.

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

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

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, or the Offer may be considered non-responsive.
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. It is the responsibility of the Offeror to ensure that the offer is timely, including confirming that there are no



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technical reasons that any response submitted electronically may be delayed. Late offers will not be considered. The prevailing clock will be the City Department's clock.

### **Offers must be submitted using the following method:**

**12.1** Submitted electronically by file transfer site. For instructions to upload a digital offer, Offeror must first indicate its intent to submit (and submit a completed **Attachment A, Intent to Submit** form) by email to [kelie.thomas@phoenix.gov](mailto:kelie.thomas@phoenix.gov). 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

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 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.

**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 by email, the withdrawal must include an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a 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 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 tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening.





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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. The City will not provide any further notification to unsuccessful Offerors.

### 15. PRE-AWARD QUALIFICATIONS:

**15.1.** Upon notification of an award the Offeror will have 10 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.

### 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, including complaints and investigations; and,
- Vendor history of complaints and termination for convenience or cause

**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.



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- 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 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,



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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.
- 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;



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- 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 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



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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. EVALUATION OF COMPETITIVE SEALED OFFERS:** The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.
- 25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
  - 25.2.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
  - 25.3.** 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 (as the case may be) will render an Offer nonresponsive.
  - 25.4.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
  - 25.5.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
  - 25.6.** The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible



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will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 25.7.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 26. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:** During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.
- 27. OFFERS NOT WITHIN THE COMPETITIVE RANGE:** The City may notify Offerors of Offers that the City determined are not in the Competitive Range.
- 28. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**
- 28.1** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 28.2** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 28.3** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions,



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

**28.4** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### **29. BEST AND FINAL OFFERS (BAFO):**

**29.1** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

**29.2** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

**29.3** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

**29.4** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



## SECTION II – STANDARD TERMS AND CONDITIONS

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## SECTION II – STANDARD TERMS AND CONDITIONS

### 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.





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“Deputy Finance Director”

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

“Employer”

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

“Offer”

Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror”

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

“Solicitation”

Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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.



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### 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
  - 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.



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**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.

**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



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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 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.

**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.

**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



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apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

3.3.2 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.



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- 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.

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

- 3.5.1. 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. 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



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- 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 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 thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 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



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represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

- 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.





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### 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 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



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performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 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.



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- 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.



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### 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 thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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 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.



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- 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 and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.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, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.
- 10. TAX INDEMNIFICATION:** Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.
- 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.



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- 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.



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### SECTION III – SPECIAL TERMS & CONDITIONS

1. **FOB POINT:** Prices quoted shall be FOB destination and delivered, as required, to the following point(s): 2474 South 22nd Avenue, Building #31, Phoenix, AZ 85009.
2. **PRICE:** All prices submitted shall be firm and fixed for the initial three years. 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 Deputy Finance Director or Department 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 Deputy Finance Director or Department Director.
3. **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.
4. **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.
  - Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address
5. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.



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6. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.
7. **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.
8. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** 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,
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. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.





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- 12. PERFORMANCE INTERFERENCE:** Contractor shall 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.

Department Contact: Project Manager  
Phone: Will be provided after award of contract  
E-mail: ESD@phoenix.gov

- 13. 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.

- 14. 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.

- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

- 16. 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.

- 17. 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.



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### 18. PROFESSIONAL COMPETENCY:

**18.1 Qualifications:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

**18.2 Level of Care and Skill:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

**19. MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, 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 the bid price schedule.

Travel hours and other incidental fees will not be permitted under this agreement.

**20. DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested

**21. 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.

**22. TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of



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Contractor. The provisions of this section will survive the expiration or termination of this contract.

- 23. 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.
- 23.1. 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.
- 23.2. 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.
- 23.3. 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.



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

**24.5 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.

**24.6 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.
- 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



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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.

**24.7 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).
- 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.

**24.8 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.



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**24.9 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.

**24.10 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.

**24.11 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

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

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

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

- 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; or
  - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.



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**24.3. 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.

**24.4. 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,
- 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.



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- 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.

**25. 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 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.

**26. 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





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proposed to perform work under other City contracts or engagements without the City's prior approval.

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.

**27. 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.



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### SECTION IV – INSURANCE AND INDEMNIFICATION

#### 1. **DEFENSE AND INDEMNIFICATION:**

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) 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 Indemnatee 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 Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnatee’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 Indemnatee 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.

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnatee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”) to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members,



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managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. As used in this section: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) “Fault” means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

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

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

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

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

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



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

### 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
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor relating to this Contract
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract.
- The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

### 2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
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Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- 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.



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

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

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

**2.2 NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

**City of Phoenix**  
**Water Services Department, Procurement Division**  
**200 W. Washington St., 9th Floor**  
**Phoenix, AZ 85003**  
**E-mail: [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov).**

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

**2.4. 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.



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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 Division**  
**200 W. Washington St., 9th Floor**  
**Phoenix, AZ 85003**  
E-mail: [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 review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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

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



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### SECTION V – SCOPE

**1. INTRODUCTION:** The City of Phoenix Water Services Department (WSD) provides water and wastewater services to the United States’ fifth largest city in an area of approximately 540 square miles and for a population of approximately 1,660,000. The department’s mission is to provide high quality, reliable, and cost-effective water services that meet public needs and maintain public support. The department’s Environmental Services Division’s (ESD) ensures city water and wastewater facilities protect public health and the environment by maintaining compliance with environmental laws, and by providing high quality and reliable services to the Department, City staff, and the public. The City is seeking to establish one or more contracts with qualified vendors to provide scientific, regulatory, and technical based training and course development services for the disciplines identified herein and provide related consultation services.

**2. EVALUATION CRITERIA:** In accordance with Phoenix City Code Section 43-14, Competitive Sealed Proposal awards shall be made to the responsible offeror(s) whose proposal(s) are determined to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in this Scope of Work.

A. Qualifications and Experience	0-300 POINTS
B. Method of Approach	0-300 POINTS
C. Qualifications and Experience of Staff Instructors	0-250 POINTS
D. Price	0-150 POINTS

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**TOTAL AVAILABLE POINTS: 1000 MAXIMUM POINTS**

**A. Qualifications and Experience (0-300 points):**

- a. Demonstrated past and present performance of providing training courses similar to those identified in the scope of work.
- b. Knowledge and experience with subject matter and task with relation to scope of work.
- c. Professional references.

**B. Method of Approach (0-300 points):**

- a. Understanding of work scope, task and deliverables as contemplated in this RFP.
- b. Approach to tasks and deliverables as stated in scope of work.
- c. Sample course curriculum.



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C. Qualifications and Experience of Staff: (0-250 points):

- a. Qualifications and experience of key staff assigned to this Contract with relation to the scope of work.
- b. Organizational structure and staffing to effectively accomplish the work required.
- c. Qualifications and experience of Subcontractors

D. Pricing (0-150 points):

The price evaluation will be based on the total price to the City for the five-year term of the Contract.

### 3. STATEMENT OF WORK:

The contractor(s) will provide scientific, regulatory, and technical based training on topics identified in this RFP on an as-needed basis. Contractor will also provide consultation and course development services on established programs and on new topics within each program as requested. All training and/ or consulting services will address full regulatory compliance with the topic(s) in question and provide clear, detailed recommendations on the best means to address said topics through effective training.

Contractor may provide services in one or more of the following categories:

- Industrial Pretreatment Program (IPP)
- Laboratory and/or Sampling Ethics
- Laboratory and Sampling Quality Systems
- Stormwater Management Program (SWMP)

Proposers may submit to any combination of one, several or all the training categories as is applicable to their business scope and expertise. Each training category will be evaluated individually. Multiple awards may result from this RFP.

### 4. TRAINING FORMAT: Scientific, Technical, and Regulatory training courses may be either Structured or Customized:

- 4.1 Structured Training: the curriculum, materials, delivery formats, and method(s) of delivery have already been developed, tested and successfully provided in other situations outside of this Contract (e.g. Off the Shelf), with little or no revision in order to meet the requirements of the Contract.
- 4.2 Customized Training: the curriculum, materials, delivery formats, and method(s) of delivery are developed for the specific requirements of the City. Courses developed specifically for the City may not be repackaged, sold, donated, or provided to external entities.





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4.3 The number of attendees will vary based on topic area, with the following areas represented:

Section	Number of Employees
Laboratory Section	1-50
Quality Assurance Work Group	4-6
Process Control Work Group	15-20
Water Quality Inspector Work Group	10-50

4.4 Delivery format: Training may be held virtually or in-person at the discretion of the department’s Contract Manager.

4.4.1 Virtual training will be held using technology that enables individuals to learn online via webinars, virtual education opportunities, or other form of digital collaboration. Content is delivered via internet, or other specified technology as approved by the City’s Contract Manager.

4.4.2 In person training will be held at the following location:

City of Phoenix Water Services Department  
23rd Avenue Wastewater Treatment Plant  
2474 South 22nd Avenue  
Phoenix, Arizona 85009.

5. **COURSE LISTING**: The Environmental Services Division currently provides the training classes listed below. Contractor(s) will provide training services on these topics and on new topics as requested:

5.1 **INDUSTRIAL PRETREATMENT PROGRAM:**

**Training Class 1**: Permit Writing for Water Quality Inspectors

Audience: IPP Water Quality Inspector Work Group

Duration: One (1) - Two Hour Class (or another format recommended by the Consultant, subject to ESD approval)

Description: Permit Writing requirements and general guidelines for writing permits, including how to determine applicable permit limits. Content to be discussed, reviewed, and approved prior to scheduling of the classes.



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### **Training Class 2:** Permit Enforcement for Water Quality Inspectors

Audience: IPP Water Quality Inspector Work Group

Duration: One (1) - Two Hour Class provided (or another format recommended by the Consultant, subject to ESD approval)

Description: Guidelines and techniques for permit enforcement. Content to be discussed, reviewed and approved prior to scheduling of the classes.

### **Training Class 3:** IPP Facility Inspections for Water Quality Inspectors

Audience: IPP Water Quality Inspector Work Group

Duration: One (1) - Two Hour Class provided (or another format recommended by the Consultant, subject to ESD approval)

Description: Guidelines and techniques for preparing for, conducting, and documenting IPP facility annual inspections. Content to be discussed, reviewed, and approved prior to scheduling of the classes.

### **Training Class 4:** IPP Facility Determinations for Water Quality Inspectors

Audience: IPP, Stormwater, and Commercial Water Quality Inspector Work Groups

Duration: One (1) - Two Hour Class (or another format recommended by the Consultant, subject to ESD approval)

Description: Guidelines and techniques for determining IPP applicability for new facilities.

1. Content includes review of IPP Survey, and Permit Application, if applicable, applicable industrial processes and federal regulations, and process to determine if a facility requires coverage under a Class A, B, or C permit.

## 5.2 LABORATORY AND/OR SAMPLING ETHICS:

### **Training Class 1:** Data Integrity and Ethics Training

Audience: Laboratory Section/Quality Assurance Work Group/Process Control Group/Water Quality Inspector Work Groups

Duration: Four (4) - Four Hour Classes provided on two separate days (or another format suggested by the Consultant)

Description: Organizational mission and its relationship to the critical need for honesty and full disclosure in all analytical/monitoring reporting, how and when to report data integrity issues, and record keeping; training, data integrity training documentation, and specific examples of breaches of ethical behavior.



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1. The training will address Volume 1 Module 2 Section 5.2.7 (V1 M2 5.2.7) of the 2016, or most recent version of the The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI) Standard.
2. Upon completion of this training, attendees will have a refreshed and updated understanding of the TNI requirements of data integrity and ethics and will be able to apply this understanding to their day to day work in various situations.

### 5.3 LABORATORY AND SAMPLING QUALITY SYSTEMS:

#### Training Class 1: Calibration Training

Audience: Laboratory Section - Quality Assurance Work Group/Process Control Work Group

Duration: Two (2) - Four Hour Classes provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)

Description: Introductory and review training for laboratory personnel who perform calibration of instruments required by approved environmental analyses, to meet the requirement of Arizona Department of Health Services (ADHS) Arizona Administrative Code (A.A.C.) R9-14-616.5.g.

1. The Consultant may reference the ADHS Calibration Policy, July 18, 2003; the State Assessor's Calibration Protocol, January 18, 2007; the ADHS Instrument Calibration Training Presentation, January 2007; the most current TNI standard, or any other references determined to be appropriate by the Consultant.
2. Training will include an explanation of equations and algorithms used for the expected calibration models, and a demonstration of verification of these models.
3. Upon completion of this training, attendees will have an understanding of calibration requirements, be able to use the calibration models in an appropriate manner, and will be able to verify the calibration curves and calculated concentrations that are obtained and reported using the analytical software.
4. Specific points to be discussed will include:
  - A. Standard Preparation:
    - External Standard
    - Internal Standard
    - Method of Standard Addition



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- B. Calibration Model Curve Fit:
  - Linear Least-Squares Regression
  - Point-to-Point
  - Response Factor/Calibration Factor
  - Quadratic Regression
  - Power/Exponential
- C. Calibration Treatment:
  - Including Zero
  - Forced Through Zero
  - Weighting (1/x, 1/x<sup>2</sup>, and any others)
- D. Calibration Compromisers:
  - Avoiding Maintenance
  - Inconsistent Response
  - Detector Saturation
  - Lack of Sensitivity
  - Inappropriate Curve Extension
    - Dropping Mid-Points
    - Model Not Reflecting Data Fit
    - Determining Best Curve Fit

### **Training Class 2:** Refresher Training on the TNI Standards

**Audience:** Laboratory Section - Quality Assurance Work Group

**Duration:** Three (3) - Four Hour Classes provided on two separate days (or another format suggested by the Consultant)

**Description:** Supplemental training on the most current TNI standard, for laboratory personnel who have previously been introduced to the standards.

1. The training will address the Quality Systems General Requirements, Volume 1 Module 2 (V1 M2) of the 2016 TNI Standard, or most recent version.
2. Upon completion of this training, attendees will have a refreshed and updated understanding of the requirements of quality standards and their underlying principles and will be able to apply these standards to their analytical procedures and practices to ensure compliance.

### **Training Class 3:** Development of a Corrective Action Program

**Audience:** Laboratory Section/Quality Assurance Work Group/Process Control Group/Water Quality Inspector Work Groups

**Duration:** Two (2) - Four Hour Classes provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)



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Description: Introductory and review training for all laboratory personnel who perform environmental laboratory analyses, review laboratory data, and have oversight of the laboratory's operations to ensure that the laboratory meets the requirements of the most current NELAP standard.

1. Upon completion of this training, attendees will have an understanding of what warrants a formal corrective action review, how to effectively document a random event and a corrective action, and how to ensure that the corrective action performed was effective in eliminating the problem.
2. Specific points to be discussed will include:
  - Identifying the Problem
  - Distinguishing Between Random Events (i.e. Nonconforming Work) and Process Out of Control
  - Significance of Different Types of Problems
  - Determining the Appropriate Type of Corrective Action
  - Root Cause Analysis
  - Control and Documentation
  - Monitoring the Effectiveness

### **Training Class 4:** Data Review/Data Validation

Audience: Laboratory Section/Quality Assurance Work Group/Process Control Work Group

Duration: Two (2) - Four Hour Classes provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)

Description: Introductory and review training for all laboratory personnel who perform environmental laboratory analyses, review laboratory data, and have oversight of the laboratory's operations to ensure that the laboratory performs effective review of all data generated.

1. The Consultant may reference the most current Contract Laboratory Program (CLP) Functional Guidelines for Inorganic and Organic Data Review, or any other guidelines determined to be appropriate by the Consultant, to ensure that the laboratory has the ability to meet the data quality objectives of the NELAP Standard.
2. Upon completion of this training, attendees will have an understanding of how to prepare data packages, perform data review and data validation, and how to document these reviews.
3. Specific points to be discussed must include:



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- Data Review - Completeness Checks
- Data Validation- Usability Evaluation
- Data Package Contents
- Organizing the Review: Cradle to Grave
- What to Look For: Metals, Wet Chemistry, Organics, and Biology
- Verification of Calculations
- Reporting the Review

**Training Class 5:** Refresher Training on the National Environmental Field Activities Program (NEFAP) Standards

Audience: Water Quality Inspector Work Groups/Quality Assurance Work Group

Duration: Three (3) - Four Hour Classes provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)

Description: Supplemental training on the most current NEFAP standard, for sampling and quality assurance personnel who have previously been introduced to the standards.

1. Upon completion of this training, attendees will have a refreshed and updated understanding of the requirements of quality standards and their underlying principles and will be able to apply these standards to their field procedures and practices to ensure conformance to the NEFAP standards.

### 5.4 **STORMWATER MANAGEMENT PROGRAM:**

Training Classes 1 and/or 2 below may be modified, depending on new MS4 permit requirements.

**Training class 1:** Stormwater Permits Part A- Industrial Facility Inspections

Audience: Water Quality Inspector Work Groups

Duration: Two (2) - Two Hour sessions provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)

Description: Introductory training for the specific requirements of the City of Phoenix MS4 permit and Stormwater Management Program (SWMP).

1. This training will focus on industrial facility inspections and enforcement activities, including common Best Management Practices (BMPs) for industrial facilities.
2. The training will also include a review of City Code Chapter 32C (Stormwater Quality Protection), and the State's Multi Sector General Permit (MSGP) and De Minimus General Permit (DMGP).



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### **Training Class 2:** Stormwater Permits Part B - Illicit Discharge Detection and Elimination

**Audience:** Water Quality Inspector Work Groups

**Duration:** Two (2) - Two Hour Class provided on two separate days (or another format recommended by the Consultant, subject to ESD approval)

**Description:** Classroom training continues the specific requirements of the City's MS4 permit and SWMP.

1. The training will focus on outfall inspections, field screening, and Illicit Discharge Detection and Elimination (IDDE) activities.

### **6. TRAINING DELIVERABLES:** At a minimum, all training materials (Structured or Customized) must include the following:

The successful proposer(s) must provide to WSD, at a minimum:

- 6.1 Clearly stated learning objectives with detailed outline listing specific components of each objective at least four weeks prior to the scheduled training class for review and approval.
- 6.2 Clearly defined lesson plans for each training objective at least four weeks prior to the scheduled training class for review and approval.
- 6.3 Student materials aligned to the training objectives and lesson plans.
- 6.4 Instructional aid(s) aligned to the training objectives and lesson plans (i.e. Power Point, video, etc.).
  - 6.4.1 The City prefers courses provide training opportunities for group discussions, interactive strategies, group activities to reinforce learning objective.
- 6.5 Method for assessment of student comprehension.
- 6.6 Project/class schedule which indicates the possibility of holding two classes each week.
- 6.7 Draft of the training materials submitted to Contract Manager at least two weeks prior to the scheduled class(es) for review, comment, and approval.
- 6.8 Final copies of for each training course developed, including any PowerPoint presentations, in both print and editable formats at least one week prior to scheduled class(es) for final review and approval by Contract Manager.
- 6.9 Method for collecting and reporting participant feedback at each training, to include evaluation of instructor.



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6.9.1 Contractor must provide copies of participant feedback to the Contract Manager no later than 3 days after each course has been provided.

6.10 Method to document student comprehension trends identified through review of student evaluation forms.

**7. TRAINING FACILITATION:** It is expected training may be delivered in a traditional, classroom lecture format. However, offerors must include a virtual classroom format for each training course proposed. Delivery methods may vary with the content and nature of training provided.

The successful proposer(s) must:

7.1 Coordinate the training schedule with the Contract Manager.

7.2 Arrive at least twenty (20) minutes prior to scheduled class time for set-up and equipment check.

7.3 Verify participant attendance through completed Sign-in Sheet.

7.4 Productively utilize the entire scheduled training time.

7.5 Provide all materials, software, audio/visual, props, mock-ups, devices, etc. for delivery of training, unless alternate provisions are negotiated and agreed upon with WSD prior to course development and delivery.

7.6 Conduct class in an organized manner. Objectives and agenda will be provided stated at the beginning of each class, including anticipated break times.

7.7 Provide recordings of virtual classroom presentations.

7.8 Ensure availability of training throughout the contract period and provide delivery within thirty (30) days of request.

7.9 Provide training during regular business hours (7am to 4pm, local Phoenix time, Monday through Friday).

7.10 Respond in writing within one (1) business day to any request by WSD staff.

**8. TRAINING PLANNING:** Contractors will develop standard industry accepted, effective training that fully addresses the topic(s), fulfills regulatory compliance, adheres to City of Phoenix (COP) and Water Services Department (WSD) policy/procedure, engages students and assesses learner comprehension of the material. Developed training must remain current over time to reflect changes in regulation or COP, WSD, and industry policy or procedure. At a minimum, training will include:





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- 8.1. One (1) planning session, at no charge, whether for Structured or Customized Training. The purpose of this session is to discuss training requirements.
- 8.2 Contractor must provide a written training plan, subject to approval by the Contract Manager.
  - 8.2.1 At a minimum, the training plan must include:
    - Description of the training and agenda
    - Description of course deliverables
    - Duration of training
    - Instructor name
    - Price, which includes both in person and delivery formats
- 8.3 Contractor must submit draft training materials at a mutually agreed upon time to the Contract Manager for review. Contractor will allow time for Contract Manager to edit and/ or approve details prior to finalization of any course materials.
- 8.4 Contractor shall submit to the ESD Contract Manager for a final outline and copy of materials necessary to perform the proposed training at a mutually agreed upon time prior to the start of the training for review and final approval.
- 8.5 Any courses developed specifically for ESD will be made exclusively for ESD and not repackaged, sold, donated, or provided to external entities.

**9. TRAINING CONSULTATION SERVICES:** ESD may have a need for consultation services to assess gaps in the division’s current training curriculum or collaborate with the department to create new training programs not specifically identified in this proposal. The successful proposer(s) will provide consultation services on training topics identified in this RFP and on new topics as requested. Consultation will identify and address full regulatory compliance with the topic(s) in question and provide clear, detailed recommendation on the best means to address said topic(s) through effective training.

- 9.1 Contractor will provide a written plan to the Contract Manager for approval which contains the following:
  - 9.1.1 Detailed description of consultation services to be performed.
  - 9.1.2 Program deliverables.
  - 9.1.3 Duration in hours to complete the services.
- 9.2 Contractor will provide written progress / completion reports including but not limited to the following items. ESD will have final approval for report content, frequency of reporting, and report submission deadlines
  - 9.2.1 Accomplishments based on deliverables.



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9.2.2 Problem identification (if applicable).

9.2.3 Recommendation(s) regarding problem solution.

### 10. EXPERIENCE REQUIREMENTS:

10.1 Company Experience: At a minimum, offerors must meet the following experience requirements. Copies of any accreditations or certifications must be submitted with the proposal response and upon any accreditation or certification renewals thereafter.

10.1.1 Minimum of 5 years' experience with providing training and/ or consultative services in at least one of the following categories: Industrial Pretreatment Programs, Laboratory and/ or Sampling Ethics, Laboratory and Sampling Quality Systems, or Stormwater Management Programs.

10.1.2 Additional experience requirements include the following:

10.1.2.1 Industrial Pretreatment Program: experience with industrial pretreatment regulations, permitting, inspections, and enforcement.

10.1.2.2 Laboratory and/or Sampling Ethics and Laboratory and Sampling Quality Systems: Lab and Field Sampling and Measurement Organizations (FSMO) accreditation, National Environmental Laboratory Accreditation Program (NELAP) experience, and National Environmental Field Activities Program (NEFAP) experience.

10.1.2.3 Stormwater Management Program: municipal separate storm sewer system (MS4) program experience, including industrial facility inspections and illicit discharge detection and elimination activities.

10.2 Instructor and/ or Consultant Experience: Contractor will be responsible for providing all staff required to provide scientific, regulatory, and technical based training services.

10.2.1 At a minimum, individual course instructor(s) and/ or consultant(s) must demonstrate knowledge in at least one or more of the following categories: Industrial Pretreatment Programs, Laboratory and/ or Sampling Ethics, Laboratory and Sampling Quality Systems, or Stormwater Management Programs. Multiple instructors or consultants are acceptable.



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10.2.2 Instructors and/ or consultants must have demonstrated capability to provide training or consultation services on one or more topics/ skills indicated below:

Training Category	Topic/ Skill
Industrial Pretreatment Program	<ul style="list-style-type: none"> <li>▪ Industrial facility Inspections</li> <li>▪ Industrial Pretreatment Rules and Regulations</li> <li>▪ Industrial User Identification and Classification</li> <li>▪ Pretreatment Standards and Local Limits</li> <li>▪ Industrial Pretreatment Permits</li> <li>▪ Industrial Wastewater Monitoring</li> <li>▪ Compliance and Enforcement</li> </ul>
Laboratory and/or Sampling Ethics or Laboratory and Sampling Quality Systems	<ul style="list-style-type: none"> <li>▪ Summary of the NELAP Standards for Laboratory and Sampling Requirements</li> <li>▪ General Laboratory Requirements</li> <li>▪ Chemistry Requirements/Microbiology Requirements</li> <li>▪ Documentation for Accreditation</li> <li>▪ Ethical Conduct in a Laboratory and/or Sampling Environment</li> <li>▪ Independent Judgment</li> <li>▪ Lab Fraud</li> <li>▪ Definition of Fraud vs Improper Practices, Consequences</li> <li>▪ Data Integrity</li> <li>▪ Management Responsibilities, Training, Control and Documentation</li> </ul>
Stormwater Management Program	<ul style="list-style-type: none"> <li>▪ Municipal Separate Storm Sewer System (MS4) Permits</li> <li>▪ Stormwater Management Program (SWMP) requirements</li> <li>▪ Stormwater rules, regulations, permits, and related Phoenix City Code Chapter 32C</li> <li>▪ Stormwater best management practices (BMPs)</li> <li>▪ Requirements for stormwater discharge associated with industrial activity</li> <li>▪ Requirements for stormwater discharges associated with construction sites</li> <li>▪ Detecting, investigating, and identifying illicit discharges, De Minimus discharges, and other sources of non-stormwater discharges, including field screening procedures</li> <li>▪ Compliance and enforcement</li> <li>▪ Industrial Facility Inspections</li> </ul>



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- 10.2.3 Changes in Personnel: It is essential that the Contractor provide adequate staff of experienced personnel, capable of the successful accomplishment of the work to be performed for the City of Phoenix Water Services Department, Environmental Services Division.
- 10.2.3.1 Changes in personnel require prior approval of the Contract Manager.
- 10.2.3.2 Contractor must provide written documentation, including resumes, to the Contract Manager within 30 days of any changes in personnel.
- 10.2.4 Removal of Personnel: In addition to any rights the City has under Law, the City shall have the right, for good cause, to require the removal of any personnel or supporting services. In such case, the City shall specify the deadline for such removal after consultation with Contractor. Any personnel proposed by Contractor will be subject to approval and acceptance by the City.
- 10.3 Subcontractors: Use of Subcontractors in the performance of this contract is allowable. Subcontractor list must be provided in the proposal response.
- 10.3.1 Contractor Responsibility: Subcontractors providing services will be held to the same requirements as those of the Contractor.
- 10.3.2 Use of a subcontractor does not relieve Contractor of responsibility for providing the services.
- 10.3.3 Contractor must manage the quality and performance, project management and schedules, and the timely start and completion of services performed by each of its Subcontractors.
- 10.3.4 Contractor is solely responsible and accountable for the timely completion of all services it has subcontracted.
- 10.3.5 Changes in authorized Subcontractors will require prior approval of WSD.
- 10.3.6 Removal of Subcontractors: In addition to any rights the City has under Law, the City shall have the right, for good cause, to require the removal of any Subcontractor(s) or any of Subcontractor's personnel providing or supporting services. In such case, the City shall specify the deadline for such removal after consultation with Contractor. Any Subcontractor proposed by Contractor to replace the removed Subcontractor will be subject to approval and acceptance by the City.



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### 11. PRICING:

- 11.1. Contractors may submit pricing for any combination of one, several or all the training categories as is applicable to their business scope and expertise.
  - 11.1.1. Each training Category will be evaluated individually.
  - 11.1.2. Offerors must provide pricing for all training courses included in proposal.
- 11.2. Structured Training: Contractor will provide a fixed line item price per course. Pricing must be inclusive of all labor, materials, travel, and miscellaneous expenses.
  - 11.2.1. Pricing will include both in person and virtual training options for each course
- 11.3. Customized Training: Pricing for the materials will be agreed upon in writing by Contract Manager prior to the start of course development/ material delivery.
  - 11.3.1. Final pricing for customized training must include all materials, travel, and miscellaneous expenses and include both a virtual and in person option upon request of the City.
- 11.4. Consultation Services: Consultation services will be paid on a per hour basis
  - 11.4.1. Contractor must provide estimate of required hours for any consultation services to Contract Manager for approval prior to performing said services for any training course provided in this RFP.

### 12. PERFORMANCE MONITORING: Performance during the contract period will be evaluated on an annual basis. The Contract Manager (or their designee) will audit billings, approve invoice payments, review, and approve course and schedule changes, and will be responsible for all performance issues relating to this contract.

- 12.1 Contractor adherence to this Scope of Work will also be monitored using the following parameters:
  - 12.1.1. Contractor provided deliverables must conform to standards per Scope of Work, Item 6 – Training Deliverables.
  - 12.1.2. Contractor training facilitation services which conform to the minimum standards included in Scope of Work, Item 7 – Training Facilitation.
  - 12.1.3. Contractor provided training planning services which conform to the minimum standards included in Scope of Work, Item 6 – Training Planning.



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12.1.4. Contractor provided training consultation services which conform to the minimum standards per Scope of Work, Item 9 – Training Consultation Services.

11.2 A routine schedule to discuss, evaluate, and address training programs will be arranged. Successful proposers are expected to use the results of these discussions to modify training as needed.

**13. SUBMITTAL REQUIREMENTS:** Offerors must submit Attachment A – Intent to Submit form to the Procurement Officer by date indicated in Section I, Item 3 - Schedule of Events. Per Section I, Item 12 – Submission of Offer, this form is required so the Offeror may obtain the file sharing link and submittal order which must be used to submit the proposal and supporting documents.

The Offeror’s response to the Request for Proposal is intended for the Offeror to describe how the company meets or exceeds the requirements of this solicitation. Offeror may provide attachments to their narrative responses, providing that the supplements clearly and concisely clarify the response to a specific requirement.

The information below must be addressed in the Offeror’s response; otherwise, the Offeror may be deemed non-responsive. Proposal must be submitted in the following order:

**13.1 Company Experience:** Provide a narrative response that describes the Organization's overall experience providing the services sought under this solicitation. Responses must include:

- A. Company Background (e.g., ownership, officers, and directors, etc.).
- B. Number of years in business.
- C. Description of the type and size of Company’s current clients.
- D. Description of experience providing training and/or related consultative services to government entities.
- E. Describe the industries or market segments which are key recipients of Offeror’s services
- F. Copy of any certificates or licenses which support Offer’s ability to provide training (if applicable).
- F. Description of any relevant trade and/or professional associations which support ability to provide training and/ or related consultative services.



## SECTION V – SCOPE OF WORK

**CITY OF PHOENIX**  
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- 13.2 **Method of Approach:** The Offeror shall provide a narrative response that demonstrates their understanding of the Scope of Work requirements and describes the company's overall method of approach for providing the services stated in this solicitation. Response must state the category(ies) the Offeror is proposing to provide training and/ or consultative services. Response must also include:
- A. General, concise description of the company's previous experience providing services similar to those described in Section V – Scope of Work.
  - B. Description of three (3) events (other than City of Phoenix events) in which Offer has managed in the past two years that include some or all of the services in Section V – Scope of Work, including but not limited to:
    - Type of training or consultation services provided
    - Size and/ or scope of training or consultation services
    - Method of delivery
    - Location
    - Company or Entity for which services were provided
    - Type of participants – level of experience, skill level, or any other description which clearly identifies the type of participant
  - C. Average lead time required after requesting services.
  - D. Number of events Offeror is capable of handling at any one time. Explain if this is dependent on size and/ or event type.
  - E. Time of year which is busiest for the company.
  - F. Concise description of how Offer will comply with the training deliverables required in Section V, Item 6 of the Scope of Work.
  - G. Concise description of how Offeror will comply with the training facilitation requirements per Section V, Item 7 of the Scope of Work.
  - H. Training Planning: Provide a brief and concise description of how Offeror will comply with the training planning requirements per Section V, Item 8 of the Scope of Work.
  - I. Provide the minimum and maximum group size (if any) the company believes is critical to the learning success of the participants.
  - J. Consultation services: Provide a brief and concise description of how Offer will comply with the training consultation services requirements per Section V, Item 9 of the Scope of Work.



## SECTION V – SCOPE OF WORK

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- K. Description of Offeror's plan for continuity of services if key personnel are unavailable due to illness, vacations, etc.
- L. Description of how Offeror addresses Quality Control, including but not limited to maintaining communication with customers and responding to customer concerns.

### 13.3 **Samples of Previous Work**

- A. One sample of relevant prior work for each training category that exhibits your experience with providing training and/or related consultative services.

### 13.4 **Key Personnel Experience:** Describe the relevant background and experience of proposed key personnel in providing scientific, regulatory, and technical training. Responses must include:

- A. Names, titles, and a brief background/ biography summary for key personnel (instructors and/ or consultants) which demonstrate their capability to perform the services required.
  - i. For each individual, include an explanation of the type of work they will perform under the Contract.

- B. List of prior training or similar work in that subject matter.

### 13.5 **Proposed Subcontractors:** Discuss the experience and qualifications of each proposed subcontractor and their key personnel to be utilized in providing work required in Section V - Scope of Work. For each subcontractor, response must include the following information:

- A. Name and address for subcontractor that will be providing services.
- B. Explanation the type of work each subcontractor will perform under the Contract.
- C. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.

### 13.6 **Submittal Documents:**

- A. Section VI – Submittal
- B. Section VII – Conflict of Interest and Solicitation Transparency Policy
- C. Signed Addenda, if applicable

### 13.7 **Attachment B: Pricing Workbook:** Offeror must submit completed worksheet in the original Microsoft Excel Format. The Excel spreadsheet must be submitted unlocked and without password protection.





## SECTION V – SCOPE OF WORK

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- 14. REFERENCES:** Contractor must provide three (3) references from Organizations that the Offeror has provided services to within the past three (3) years. Attachment C - References, includes instructions for obtaining references and the return of the reference form to the Procurement Officer. The reference questionnaires will be scored during the evaluation. If more than three reference questionnaires are received by the City, only the first three reference questionnaires will be considered during the evaluation.
- 14.1 References should be public sector government agencies of similar size as the City of Phoenix, with projects of similar scope and complexity. The City of Phoenix may not be used as a reference.
  - 14.2 The contact person named as a reference should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level and quality of services provided.
  - 14.3 Attachment C – References should be provided to Offeror’s references and must be returned directly to the Procurement Officer from the reference.



## SECTION VI – SUBMITTALS

**CITY OF PHOENIX**  
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## SECTION VI – SUBMITTALS

### SUBMITTAL SECTION

1. **COPIES:** Please submit one electronic copy of the Submittal Section and all other required documentation. RFP responses must include the name of the organization, and contact name, title, address, direct phone number and email address of the person who is authorized to respond to questions regarding the submittal.
  - 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 irrevocable unless it 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 – Title Page and Cover Letter**
    - **TAB 2 – Table of Contents**
    - **TAB 3 – Company Experience**
    - **TAB 4 – Method of Approach**
    - **TAB 5 – Sample(s) of Course Curriculum**
    - **TAB 6 – Key Personnel**
    - **TAB 7 – Subcontractors**
    - **Attachment B – Pricing Workbook (Excel Workbook)**



## SECTION VI – SUBMITTALS

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### 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](mailto:mailbox.sua@phoenix.gov).**

### 4. OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS:

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual scientific, regulatory, and technical training service requests under this contract. **The City reserves the right to add, change or delete training classes as circumstances including licensing and regulatory requirements may require.**

### 5. BID PRICE / PRICING WORKBOOK:

Offeror must complete and submit Attachment A – Pricing Workbook with their response. The Pricing Workbook must indicate the overall costs for completing the work identified in the Scope of Work (Section V). Contractor shall provide unit pricing which will be utilized to provide services under the contract. The unit price shall be inclusive of all costs related to the services requested in the solicitation.



**SECTION VI – SUBMITTALS**

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**6. CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:**

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

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

Authorized Official: \_\_\_\_\_

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

Date: \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**  
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**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)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**  
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**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

Jeffrey Barton, City Manager

\_\_\_\_\_  
Troy Hayes  
Director, Water Services Department

Attest:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
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 VII – SOLICITATION TRANSPARENCY  
FORM**

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name: RFP-2122-WES-358  
Scientific, Regulatory, and Technical Based Training Services

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

--

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

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**SECTION VII – SOLICITATION TRANSPARENCY  
FORM**

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

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

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





**SECTION VII – SOLICITATION TRANSPARENCY  
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**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:



## SECTION VII – SOLICITATION TRANSPARENCY FORM

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### **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:



## SECTION VII – SOLICITATION TRANSPARENCY FORM

**CITY OF PHOENIX**  
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### 8. Acknowledgements

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

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

#### B. Fraud Prevention and Reporting Policy

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

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



**SECTION VII – SOLICITATION TRANSPARENCY  
FORM**

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**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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



**ATTACHMENT C  
REFERENCES**

**CITY OF PHOENIX**  
Water Services Department  
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The following attachments are included with this RFP:

**ATTACHMENT A – INTENT TO SUBMIT FORM**

**ATTACHMENT B – PRICING WORKBOOK (EXCEL)**

**ATTACHMENT C – REFERENCES**

The remainder of this page is intentionally left blank