



CITY OF PHOENIX

**PUBLIC WORKS DEPARTMENT
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**REQUEST FOR PROPOSAL
RFP 22-SW-026 (CR)**

**HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICE -
REQUIREMENTS CONTRACT**

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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.

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

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



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1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed offers for **HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICE** for a three (3) year period, with two (2) options to extend the term for one (1) year each, which may be exercised at the sole discretion of the City of Phoenix commencing on or about April 1, 2022.

1.2. The City desires to contract for Household Hazardous Waste and Electronics collection (HHW), removal, recycling and disposal, in accordance with the provisions and specifications set forth herein. For purposes of this solicitation, electronic items/waste shall be included within the definition of “HHW”.

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

1.4. 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/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Solicitation Issue Date	November 10, 2021	N/A
Pre-Offer Conference	Tuesday, November 16, 2021 10:00 am	Via Web Ex Join by phone: +1-415-655-0001 US Toll Access code: 2486 183 9615
Written Inquiries Due Date	Friday, November 19, 2021 10:00 am	Email inquiries to: Crystal.ramirez@phoenix.gov



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Offer Due Date	<p>Wednesday, December 15, 2021 1:00 pm</p> <p>LATE BIDS WILL NOT BE ACCEPTED</p>	<p>See SECTION I – INSTRUCTIONS, Item 12, SUBMISSION OF OFFER</p> <p>The public will be able to call the WebEx phone number noted below and listen to the Bid Opening meeting live:</p> <p>+1-415-655-0001 US Toll Access code: 146 126 2717</p>
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The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

4. PREPARATION OF OFFER:

- 4.1 All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.
- 4.3 All time periods stated as a number of days will be calendar days.
- 4.4 It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2 Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
 - 4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.



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- 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/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Department, Division, Address, Phoenix, AZ. 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 its 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 as explained in Inquiries.

7. **INQUIRIES:**

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

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council 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.



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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:

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

12. SUBMISSION OF OFFER:

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

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

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

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



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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.

14. OFFER RESULTS:

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

15.1 Offeror must have been in operation a minimum of 3 years. The Offeror's normal business activity during the past 3 years will have been for providing the goods or services in this solicitation (this information must be provided in the Submittal section; years in business and customer reference listing of this solicitation).

15.2 Contractor must maintain a local project manager with a minimum of three years of experience in hazardous materials management. This experience shall include the treatment, storage, recycling, disposal, packaging, labeling, marking, manifesting, transporting, waste profiling, emergency response and other activities related to hazardous materials management.

15.3 Contractor's employees that are either public-facing or responsible for collecting, sorting, segregating and preparing documentation of HHW shall have sufficient experience with proper hazardous materials training and/or an applicable certified material safety program.

15.4 Equipment. Offeror will own or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items or equipment in full working order, and must demonstrate that, based on known commitment, they will be available for use in the proposed contract. The applicant may also list alternative equipment which it would propose for the contract, together with an explanation of the offer

15.5 Personnel Capabilities. The applicant shall provide suitably qualified personnel to fill the following positions. For each position the applicant will supply information (in



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Form 5) on a prime candidate and an alternate, each of whom should meet the experience requirements specified below:

<i>Position</i>	<i>Total experience (years)</i>	<i>In similar works (years)</i>	<i>As manager of similar works (years)</i>
<i>Project Manager</i>	3	3	3
<i>Technician</i>	2	2	0
<i>Technician</i>	2	2	0
<i>Technician</i>	2	2	0

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, including any applicable certifications. 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, litigation or lawsuits.
- Environmental compliance record, including Notices of Violation and Notices of Opportunity to Correct; includes compliance with City stormwater regulations and Maricopa County Air Quality compliance.

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

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

17. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City.



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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.
- 18.3. Offerors may discuss their offer 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 City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 18.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 18.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until



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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;
 - 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



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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 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.



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24. EVALUATION OF COMPETITIVE SEALED OFFERS:

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:

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

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

25.3. 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.

25.4. 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, financial ability, and facilities for conducting the work to be performed.

25.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible 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.

25.6. 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



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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, 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.



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- 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

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.
- “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



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this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- 2.2.1. Special terms and conditions
- 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



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2.2.9. Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

2.4. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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.



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Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

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



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age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.3.1 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

- 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.



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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 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.



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

5. CONTRACT CHANGES:

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

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

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

6. RISK OF LOSS AND LIABILITY:

6.1. TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service 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



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in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.4. LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5. CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's 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.



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- 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.
- 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.
- 8.2. CONDITIONS AND CAUSES FOR TERMINATION:**



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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.

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 an 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.

12. NO ISRAEL BOYCOTT:

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



SECTION III – SPECIAL TERMS & CONDITIONS

1. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
2. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number,
 - Items listed individually by the written description and part number.
 - Unit price, extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Invoice number and date.
 - Requesting department name and "ship-to" address.
 - Payment terms.
 - FOB terms.
 - Remit to address
3. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.
4. **PARTIAL PAYMENTS:** Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.
5. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
6. **OPTIONS TO EXTEND:** The City may, at their option and with approval of the Contractor, extend the period of this three-year contract up to two (2) additional year(s), in increments of one year.
7. **SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
8. **PERFORMANCE INTERFERENCE:** Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.



HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION

Solid Waste – Customer Engagement Services
Operations Manager
200 W. Washington Street - 6th Floor
Phoenix, AZ 85003
Contract Administrator: Lucas Mariacher

- 9. CLEANING:** The Contractor will keep the premises clean of all rubbish and debris generated by the work involved and will leave the premises neat and clean. All surplus material, rubbish, and debris will be disposed of by the Contractor at their expense. The work area will be cleaned at the end of each work day.

All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public will be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City's Department Contract will be consulted.

10. OSHA LAWS AND REGULATIONS:

- 10.1** Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:
- 10.1.1 Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
 - 10.1.2 Notification procedures.
 - 10.1.3 Response coordination procedures between Contractor and the City.
 - 10.1.4 Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
 - 10.1.5 Provide a description of the training provided to the Contractor employees.
- 10.2** Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:
- 10.2.1 Have a designated storage site for hazardous material, which includes secondary containment.
 - 10.2.2 Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
 - 10.2.3 All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.



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- 10.3** Contractor shall comply with all applicable Federal, State, City, and local laws, regulations and rules, including, but not limited to:
- OSHA Guideline Compliance
- 10.3.1 Safety Data Sheets (SDS) – Contractor shall furnish to the Public Works Department copies of SDS, or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s SDS must be provided to the Downtown Facilities Division prior to the product being used in any facility. The SDS must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- 10.3.2 Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- 10.3.3 Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- 10.3.4 OSHA Guidelines Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to City’s Department name.
- 10.4** Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the Public Works Department upon commencement of this Contract, and reviewed by the Public Works Department Safety Analyst for verification.
- 10.5** Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.
- 10.6** SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor’s on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City at the commencement of the contract, and whenever requested thereafter (within 48 hours of request). New products must be approved for use by the City by providing a copy of the product’s SDS for review and approval.
- 10.7** Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City’s environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- 10.8** Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Chemical products will NOT be stored on City property.
- 10.9** Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately (within 48 hours) upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.
- 10.10** Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communications.
- 10.11** Contractor Training Requirements: The Contractor shall provide requested copies of the company's training related to RCRA and DOT that satisfies requirements listed under sections a., b., c., d., and e. of 29 CFR 1910.120, Hazardous Waste Operations and Emergency response.
- 10.12** The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.
- 11. DUST CONTROL:** Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the twenty percent (20%) visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The contractor shall suppress emission of dust to comply with the twenty percent (20%) visible emission opacity limit.

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

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



12. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

- 12.1 Contractor and Subcontractor Workers 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.
- 12.1.1 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 12.2 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. The current risk level and background screening required is **STANDARD RISK LEVEL**.
- 12.3 Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
- 12.3.1 require a badge or key for access to City facilities; or
- 12.3.2 allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- 12.3.3 allow unescorted access to City facilities during normal and non-business hours.
- 12.4 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 12.5 Maximum Risk Level:** A maximum risk background screening will be required if the scope includes:
- 12.5.1 work directly with vulnerable adults or children, (under age 18); or
- 12.5.2 any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 12.5.3 unescorted access to:
- 12.5.4 City data centers, money rooms, high-value equipment rooms; or
- 12.5.5 unescorted access to private residences; or
- 12.5.6 access to critical infrastructure sites/facilities; or
- 12.5.7 direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- 12.6 Contractor Certification; City Approval of Background Screening:**
- 12.6.1 Unless otherwise provided for in the Scope Contractor will be responsible for:
- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - for reviewing the results of the background check every five years; 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.
- 12.6.2 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.
- 12.6.3 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.
- 12.7 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.
- 12.8 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.
- 12.9 Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records



SECTION III – SPECIAL TERMS AND CONDITIONS

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

12.10 Variances and Exemptions:

12.10.1 There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy

- Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

12.11 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: Contractor's default under this section will include, but is not limited to, the following:

- 12.11.1 Contract Worker gains access to a City facility(s) without the proper badge or key;
- 12.11.2 Contract Worker uses a badge or key of another to gain access to a City facility;
- 12.11.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 12.11.4 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
- 12.11.5 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.
- 12.11.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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.

- 13. LIQUIDATED DAMAGES:** If the Contractor (or subcontractor) fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$2,500. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.
- 14. PRICE:** All prices submitted shall be firm and fixed for the first initial year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.
- 15. 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. 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.



SECTION IV – INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

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

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



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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. CONTRACTOR’S INSURANCE:

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

- 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.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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

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

2.1.3. Worker’s Compensation and Employers’ Liability

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

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

2.1.4. Contractor’s Pollution Liability

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

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- The policy should be written on an “occurrence” basis with no sunset clause.
- Such insurance must name the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the scope of services of the contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

any person, including death and medical monitoring costs.

- Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
 - Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by Pollution Conditions and giving rise to Clean-Up Costs.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages
 - Asbestos or lead – no exclusion
 - Mold and legionella coverage
 - Transportation of cargo
 - Non-Owned Disposal Site coverage
 - Definition of pollution conditions shall include sediments
 - If the scope of work involves treatment, storage or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.
- 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, Public Works Department, Procurement Division, 200 W. Washington, 7th Floor, Phoenix, AZ 85009.**
- 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



SECTION IV – INSURANCE AND INDEMNIFICATION

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Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **City of Phoenix, Public Works Department, Procurement Division, 200 W. Washington, 7th Floor, Phoenix, AZ 85009**. 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.



SECTION V – SCOPE OF WORK

1. INTENT

- 1.1** The City desires to contract for Household Hazardous Waste and Electronics collection (HHW), removal, recycling and disposal, in accordance with the provisions and specifications set forth herein. Services shall include assessing, sorting, removing and transporting of HHW in a safe manner for proper disposal in compliance with all Federal, State, County and City/local requirements. Contractor shall provide labor, materials, equipment, supplies, vehicles, transportation, technical expertise, and record keeping for routing, collection, removal, recycling and disposal of HHW for the City.
- 1.2** The purpose of this Contract is to secure safe, expeditious and cost-effective disposition of HHW that is generated by or under the control of the City. The Contractor shall use their best efforts to manage and contain HHW in a way that minimizes actual and potential risks to human health and the environment.
- 1.3** As used herein, the term “household hazardous waste and/or HHW” shall mean solid waste as described in 40 Code of Federal Regulations (CFR) Section 261.4(b) (1) and Arizona Revised Statutes (A.R.S.) 49-701 (13); and for purposes of this contract will also include accepted electronic items/waste.

2. CONTRACTOR QUALIFICATIONS

- 2.1** Contractor must maintain a local project manager with a minimum of three (3) years of experience in hazardous materials management. This experience shall include the treatment, storage, recycling, disposal, packaging, labeling, marking, manifesting, transporting, waste profiling, emergency response and other activities related to hazardous materials management.
- 2.2** Contractor’s employees shall have a minimum of two (2) years’ experience with proper hazardous materials training and/or an applicable certified material safety program.
- 2.3** Contractor’s home collection team should have at least one staff member certified/trained on applicable hazardous materials, Department of Transportation (DOT) and Resource Conservation and Recovery (RCRA) regulations.
- 2.4** The Contractor shall have and maintain throughout the term of this Contract, local service capabilities and representation within the Phoenix Metropolitan area. Local representation shall have the ability and authority to address all Contract issues that may develop.
- 2.5** Contractor must ensure that all subcontractors used to perform any work under the scope of this contract have a minimum of three (3) years of experience. The contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontracted services shall be warranted by and be the responsibility of the Contractor.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

2.6 The Contractor shall be in compliance with all applicable Federal, State, County, City/local, ANSI, RCRA and OSHA. laws, rules and regulations and all other applicable regulations for the term of this contract.

2.7 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

3. PRODUCT AND SERVICE REQUIREMENTS

3.1 All equipment and materials supplied and used in performance of work by the Contractor shall meet all applicable Federal, State, County, City/local, ANSI, RCRA and O.S.H.A. laws, rules and regulations pertaining to the services covered under the scope of this contract.

3.2 Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

3.3 The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this scope of work, in the timeframe required by the Contract Administrator.

4. VEHICLE REQUIREMENTS

4.1 The Contractor shall only use trucks and vehicles licensed for use on public streets and licensed for use in the State of Arizona.

4.2 If applicable, all equipment used in the performance of work under the scope of this Contract shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a minimum distance of five hundred feet (500') in all directions. The Contract Administrator shall be the sole determinant as to whether equipment warning lights are sufficient and/or required.

4.3 All Contractor vehicles shall contain signage that includes, at a minimum, the Contractor company name; and/or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on at least the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this Contract shall display the proper vehicle signage. The Contract Administrator will approve proper identification of vehicles during the life of the Contract.

5. ESTIMATED QUANTITIES

5.1 The City estimates the following HHW quantities per collection cycle that will need to be properly collected and disposed of during the term of this contract:

April 2021 Home Collection Pilot Data		
HHW	Weight	Unit of Measure
Aerosols	3,672	Pounds (lbs.)
Petroleum Gases (BBQ size)	2,799	Pounds (lbs.)



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

Petroleum Gases (camping size)	912	Pounds (lbs.)
Helium	42	Pounds (lbs.)
Pesticides (liquid)	2,938	Pounds (lbs.)
Pesticides (solid)	2,828	Pounds (lbs.)
Ammonia Solutions	102	Pounds (lbs.)
Corrosive Solid (basic)	72	Pounds (lbs.)
Fusee	92	Pounds (lbs.)
Methyl Acetylene and Propadiene Mixtures	21	Pounds (lbs.)
Fire Extinguishers	1,282	Pounds (lbs.)
Paint Related Material	8,041	Pounds (lbs.)
Flammable Liquid	3,801	Pounds (lbs.)
Mercury (contained)	3	Pounds (lbs.)
Corrosive Liquid (acidic-organic)	167	Pounds (lbs.)
Oxidizing Solid	512	Pounds (lbs.)
Butane	7	Pounds (lbs.)
Corrosive Liquid (acidic-inorganic)	702	Pounds (lbs.)
Corrosive Liquid (basic-inorganic)	517	Pounds (lbs.)
Refrigerant Gases	31	Pounds (lbs.)
Hypochlorite Solutions	360	Pounds (lbs.)
Lighters	4	Pounds (lbs.)
Aerosols, 2.2, (6.1) ERG126	4	Pounds (lbs.)
Oxygen, Compressed	78	Pounds (lbs.)
Hydrogen Peroxide, Aqueous Solution	23	Pounds (lbs.)
Corrosive Solid, Acidic, Inorganic	295	Pounds (lbs.)
Ink Toner Cartridges	48	Pounds (lbs.)
Batteries, Dry (potassium hydroxide solid)	563	Pounds (lbs.)
Batteries, Lithium Ion	331	Pounds (lbs.)
Batteries, Wet, Acid	4,987	Pounds (lbs.)
Batteries, Dry (alkaline)	1,193	Pounds (lbs.)
Grease, Adhesives	3,587	Pounds (lbs.)
Used Oil	4,575	Pounds (lbs.)
Detergents, Surfactants	3,864	Pounds (lbs.)
Antifreeze	2,528	Pounds (lbs.)
Florescent (1048 x 4')	1,184	Pounds (lbs.)
Florescent (61 x 8')	102	Pounds (lbs.)
HID Lamps	11	Pounds (lbs.)
CFL Lamps	652	Pounds (lbs.)
Electronics	13,626	Pounds (lbs.)
CRTs	4,394	Pounds (lbs.)
Latex Paint	6,022	Pounds (lbs.)
Total	76,972	Pounds (lbs.)

5.2 The actual service requests, material quantities, weights and volumes may be more or less, and any estimates listed herein and above in section 5.1 should be used for information purposes only.

5.3 The inventory of accepted materials listed herein, above and in Section VI - Exhibit are for information purposes only. The HHW material types, sizes, weights and volumes to be collected include, but are not limited to those identified, and shall not be construed



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

as the complete inventory of potential materials covered for collection and disposal under the contract.

6. TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS

6.1 Contractor Responsibility

6.1.1 The Contractor shall provide a minimum of the following services in conformance with the Terms and Conditions of this Contract:

- a. Collect, remove, transport, treat, store, recycle and properly dispose of HHW.
- b. For the purpose of implementing above-mentioned tasks, Contractor may be required to first provide an itemized, detailed good faith cost estimate for the proposed work that includes all labor, materials, transportation and/or disposal that would be provided by or on behalf of the Contractor.

6.1.2 The Contractor shall warrant and represent that it has the requisite training, legal authorizations and permits, and agrees to efficiently, effectively and safely collect, transfer and dispose of HHW in various quantities of varying degrees of hazard and under varying conditions, in a safe, timely and professional manner. These conditions may include, but may not be limited to, collected material in containers and/or boxes.

6.1.3 Contractor shall profile, treat, transport, recycle and dispose of all HHW received pursuant to this Contract in an environmentally sound manner and in compliance with all applicable Federal, State, County and City/local laws and regulations. The methods of treatment and disposal shall be selected from those identified in this scope of work, or as may be specifically authorized in writing by the City in advance, provided that in any event that the Contractor shall ensure that all methods of treatment or disposal shall be effective to minimize potential risks to human health and the environment from the HHW, and is a method authorized under Federal, State, County and City/local law. The terms of this Contract shall also apply to any residue, ash or other waste generated during the course of performance of this Contract.

6.1.4 Contractor shall provide all labor, materials and equipment necessary for the proper collection, handling, loading, transportation, treatment and storage of HHW according to compatibility, packaging and labeling, and in accordance with all applicable OSHA, DOT, Arizona Department of Transportation (ADOT), Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ) regulations for transportation and disposal at a disposal, treatment or storage facility that has received all authorizations and permits necessary for the lawful performance of the processing activity at issue (landfill, waste incinerator, recycling plant, etc.).

6.1.5 Contractor shall be responsible for loading all HHW onto their equipment/vehicle for transportation. This includes the securing of all materials onto pallets if necessary. Legal responsibility for the transportation, cleanup of Contractor caused spill, storage and final disposal of HHW rests with the Contractor from the time the HHW comes under the control of the Contractor.



SECTION V – SCOPE OF WORK

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- 6.1.6 The Contractor shall contact the Contract Administrator or designee by telephone within one (1) hour of an HHW spill(s) and will be required to respond and properly contain, decontaminate and sanitize the affected area within the same business day.
- 6.1.7 HHW collected in the City shall not be allowed to remain at a storage facility longer than regulation as specified by 40 CFR Section 263.12.
- 6.1.8 Contractor warrants and represents that the most cost-effective and environmentally responsible and acceptable waste disposal and treatment methods shall be utilized in the performance of this contract; understanding that E.P.A. recommended certifications in electronics waste recycling and disposal are of utmost importance to the City. The use of an “e-Stewards” or “R2” certified electronics recycler will be required throughout the life of the contract, with e-Stewards being preferred. In addition, the City requires that latex paint collected be recycled, reused or donated. Alternative daily cover at landfills will not be an acceptable method of recycling usable latex paint.
- 6.1.9 In the event the City requires a higher level of certification for HHW collection, treatment, recycling and/or disposal, the Contractor shall be solely responsible for those costs.
- 6.1.10 The City, at its discretion, may select a more extensive treatment, recycling or disposal method after reviewing potential long-term liability and sustainability considerations.
- 6.1.11 Contractor shall supply the Contract Administrator with current copies of all Federal E.P.A, State, County and City/local authorizations and/or permits relevant to the performance of work under the scope of this Contract. Certificates that have an expiration date will be renewed as required and copies sent to the Contract Administrator. Failure to keep all required certificates current and/or failure to supply the Contract Administrator with current certificates may result in contract termination.
- 6.1.12 The Contractor shall protect and prevent all damage to wires, cable, structures, streets, fences, vehicles, trees, plants and other artifacts in the performance of its work under this contract. Any damage to public or private property shall be reported to the Contract Administrator within one-hour of incident and shall be corrected by repair or replacement by the Contractor at his or her own expense to the satisfaction of the property owner and/or City.
- 6.1.13 Contractor and subcontractors shall provide employees with the necessary training, equipment and personal protective equipment/clothing to ensure safe and healthful working conditions.

6.2 Identifying Waste Categories

- 6.2.1 The City understands that the Contractor may be relying on the descriptions of the HHW provided by residents. HHW shall be considered non-conforming only if:



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- a. It is not substantially in accordance with the analyses, descriptions, specifications or limitations provided by the City.
 - b. It has constituents or characteristics, not specifically identified, which materially increase the nature or extent of a risk of fire, explosion or chemical reaction during handling, storage, transportation, off-load, recycle and/or disposal of the HHW.
- 6.2.2 In the event the Contractor determines the HHW set out for collection by City customers is not in conformity as defined above, Contractor shall immediately notify the City and the parties shall arrange for the satisfactory disposition of such HHW upon mutually agreeable terms and conditions. Contractor shall care for HHW until alternate arrangements can be made (to be determined as soon as reasonably possible or within seventy-two hours in accordance with A.R.S 49-921 (5).
- 6.2.3 In each case where the Contractor is responsible for waste sampling, analysis and profiling, the Contractor shall be solely responsible for additional costs for sampling, analysis, handling, storing and/or disposing of the waste due to errors or inadequacies in the sampling, analysis and/or profiling.

6.3 Performance Standards

- 6.3.1 The City anticipates holding a minimum of five (5) HHW home collection cycles annually, for the term of the contract. A “cycle” is approximately one month long, and any given cycle will be capped at a maximum of; 80 collections per day, 400 collections per week or 1,600 collections per month. The City reserves the right to hold up to 10 cycles annually, and the flexibility to adjust the number of collections (per day/week/month) required for each cycle; the City will not exceed an aggregate number of 9,600 collections annually, unless mutually agreed upon by Contractor and the City. Ample notification will be given to contractor prior to starting these collection cycles. The Contractor shall provide a minimum of four (4) qualified employees per day of each collection cycle, to properly collect, transport and recycle/dispose of HHW from all households located within Phoenix City limits.
- 6.3.2 Based on the needs of the residents and City, the City reserves the right to cancel or terminate any or all services or a portion of the services. It is the intent of the City to proceed in the best and most advantageous method to meet the requirements of the residents and its customers, which may include a combination of both direct vendor “Drop-off” events for HHW through another contractor, and home collection events, or termination of one with full implementation of the alternative.
- 6.3.3 The Contractor shall only be required to collect from those households that have properly prepared such HHW and placed such materials visible and accessible at the residential front door step, garage area or other locations that may be determined by the City and have scheduled a pick-up day authorized by the City Contract Administrator or designees.
- 6.3.4 The City will also request unique collection events at its two transfer stations, City facilities, or at another agreed upon location on an as needed basis. All alternative collection locations and collection frequencies will be determined at start of contract.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- 6.3.5 Payment for home collections shall be paid in accordance with the hourly rates and pricing table supplied by the vendor. Hourly rates shall be all inclusive for all classifications and for all services identified. An estimated “not to exceed” collection cost per customer must be provided by Contractor based on the performance standards outlined in section 6.3.
- 6.3.6 Each City customer desiring the services of HHW collection shall be required to make an appointment for the collection of such HHW by contacting the City directly. The customer will be asked the quantity and nature of the items to be picked up and given specific instructions on proper containment, labeling and placement. There will be a maximum quantity of total gallons collected at each residence, which is a combined 25 gallons of acceptable materials in liquid form. Approximate number of customers serviced per collection cycle is not to exceed 1,600 and the estimated maximum quantity of liquid gallons per cycle the Contractor shall be responsible for is 40,000 gallons; or 200,000 gallons annually. This maximum quantity does not include any non-liquid HHW and/or electronics. The customer will be required to place the waste by the front door or the garage door by 7:00am on the day of their scheduled collection.
- 6.3.7 At a mutually agreed upon interval, a written or digital schedule/route shall be forwarded to the Contractor from the Contract Administrator or designee, detailing the number of collection stops for the following day and estimated amount of material to be set out for collection.
- 6.3.8 The Contractor shall work the collection route in consecutive numerical order as planned by the City Contract Administrator or designee, and will collect homes in a timely manner (by 5:00pm); the homes collected will be reviewed daily to ensure the actual scheduled number of homes per collection cycle are completed on time, and do not carry over. Immediately following each collection day, a list of “not collected” homes shall be sent to the City by 12:00pm. The Contractor will be required to take pictures of the “not collected” homes for proof, provide reason why they were not collected, and to document any homes that set out more material than is accepted per the City’s program restrictions. The earliest a home will be picked up on their scheduled day of collection is 7:00am and the latest will be 5:00 pm (unless Contractor informs the City in advance).
- 6.3.9 Based on the response from customers of the City, the written or digital schedule/route will be for a maximum of one (1) day and provided to the Contractor by 5:00pm the day before each collection day. The collections will be organized by regions; North Phoenix (north of Camelback Rd.) and South Phoenix (south of Camelback Rd.), covering all residential refuse accounts scheduled for a collection. The Contractor will be expected to completely collect one section before starting into the next section, to minimize excessive driving. The City reserves the right to update its routing methodology based up customer demand and the customer experience and will work with the Contractor to ensure routing efficiencies are maximized throughout the term of the Contract.



SECTION V – SCOPE OF WORK

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6.3.10 HHW collected may be bulked, or set aside with like materials, to be bulked at a later time. HHW collected will be logged for manifesting at each stop. All materials shall be manifested and loaded for shipping and sent to a proper disposal site.

6.3.11 The Contractor may also be required to remove from a designated site, HHW that have been dropped off and/or collected at other times from customers of the City, using the same acceptable and/or required procedures.

6.3.12 The Contractor shall agree to have a qualified person for consultation within two (2) hours from the initial request of an authorized City representative. If the Contractor cannot accomplish onsite response within the request time frame, the Contractor shall request an extension, with justification for the extension. If the Contractor does not comply with these requirements, the Contractor may be charged with contract non-compliance and may be subject to liquidated damages per the Special Terms and Conditions, Section 3, Item 13.

6.4 Technical Representative

6.4.1 The Contractor shall provide the services of a technical representative, at no additional cost to the City. The technical representative shall establish contact with a City, Public Works Department- Solid Waste Division representative via telephone within a reasonable time period. The tasks performed by the technical representative in assisting the City shall be at no cost to the City.

6.4.2 The technical representative will be required to assist the City in a minimum of the following areas:

- Providing technical data and information, related to the scope of work and additional services provided by the Contractor.
- Coordinating of schedules and services with City representatives.
- Qualifying subcontractors and new and/or replacement key staff positions.
- Implementing all revisions to: Resource Conservation and Recovery Act, Toxic Substance Control Act, Occupational Safety and Health Act, National Fire Protection Association Standards, Hazardous Materials Transportation Act, Comprehensive Environmental Response, Compensation and Liability Act, Uniform Fire Code and the Emergency Planning and Community Right to Know Act; and all other applicable Federal, State, County or City/local laws, regulations, statutes, ordinances or related legislation.
- Coordinating and providing documentation paperwork for project tracking and project closure.

6.5 Certification of Disposal

Contractor shall provide written certification of disposal/destruction (C.O.D.) of all materials and/or shipments related to this Contract when requested by the Contract Administrator and if available from the firm providing the disposal/destruction services. The certification shall contain the name and address of the provider of the service, and the date and method of disposal chosen for the waste. In the event given waste shipment is subdivided by the Contractor or



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

subcontractor and the components sent to different treatment, storage or disposal facilities, the Contractor shall provide a disposal certification for each component. A certificate of processing would be provided if the waste stream is bulked for disposal at a later time.

6.6 Training Program

- 6.6.1 Contractor and subcontractors' personnel shall at a minimum have the necessary training required by all applicable Federal, State, County and City/local regulations for the safe and proper handling of HHW, including OSHA, DOT and RCRA requirements.
- 6.6.2 Contractor and subcontractors' personnel shall have received medical examinations along with routine medical monitoring, medical surveillance and medical record keeping as required by applicable laws and regulations.
- 6.6.3 Contractor and subcontractors shall have available for review, if requested by City representatives, written descriptions of employee training programs, and the methods by which employees are monitored under a health and safety program.
- 6.6.4 Contractor and subcontractors shall ensure that no employee consuming alcohol or under the influence of alcohol or drugs is allowed to participate in the performance of this Contract, nor shall any employee be allowed to bring alcohol or drugs onto any work location required by the Contract. Contractor and subcontractors agree to remove immediately and replace any employee whose conduct or workmanship is in any way unsatisfactory to the City.

7. REPORTING

- 7.1 During an HHW home collection cycle, a written record of all completed maintenance procedures, service calls and repairs shall be delivered via email to the Contract Administrator or designee at the end of each collection day. These records shall specify the nature of the maintenance work performed or the cause and resolution of service repairs completed.
- 7.2 At the conclusion of each collection cycle, a final written record with completed collections for the month shall be delivered within one week to the Contract Administrator or designee. All HHW collected, transported and disposed of each collection cycle shall be converted from their unique units of measure, to pounds (lbs.). This HHW data report should be included along with the manifest and invoices.

8. TIME IS OF THE ESSENCE

Time is of the essence with respect to all obligations, deliverables and collections outlined in the scope of work.

9. EVALUATION CRITERIA

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive. All remaining responsive proposals will be evaluated based on the following criteria. This is a best-value-to-



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

the-City procurement, which means the City is not obligated to award an agreement based solely on cost or revenue.

- | | |
|---|-----------------------|
| 1. Proposed Cost for Service | (0-400 points) |
| 2. Firm Qualifications, Key Personnel & Experience Statement | (0-300 points) |
| 3. Approach to Business Opportunity (Business Plan) | (0-250 points) |
| 4. Contractor and Subcontractor Certifications | (0-50 points) |

Total available points: 1000

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. The Firm/Offeror's qualifications and demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
3. The ability and willingness of the Firm/Offeror to meet or exceed the specifications and standards of this solicitation and Firm/Offeror's understanding and perceived perception of the scope of work contained herein. Additionally, the content and quality of the Firm/Offeror's proposal and other presentation materials.
4. Documents related to any voluntary recycling certifications that the Firm/Offeror and their subcontractors possess.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SECTION VI – SUBMITTALS

1. DELIVERY OF PROPOSALS

Each proposer must submit the following in a sealed package marked with the proposer's name, proposer's address, RFP number and the title of this RFP:

- 1 original hardcopy proposal including, Section VI - Submittals, Signed Addenda (if applicable), Bid Price Submittal and,
- 1 electronic copy of the proposal in Microsoft Word and/or Excel on a Windows-compatible USB flash drive including, Section VI - Submittals, Signed Addenda (if applicable), Bid Price Submittal and,
- 5 electronic copies of the proposal in Microsoft Word and/or Excel on a Windows-compatible USB flash drive **excluding** Section VI - Submittals, Signed Addenda (if applicable), and Bid Price Submittal.

Proposals must be in the actual possession of the City at the designated location, on or prior to, the exact time and date indicated in the Schedule of Events. Late proposals will not be considered. The prevailing clock will be the City's clock at the location designated for delivery of the proposal. **Proposals received after the deadline will be disqualified as non-responsive.**

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:

2.1 Prepare the Proposal in an organized manner where one can navigate easily through all proposed materials. Utilize a Table of Contents with divider tabs to distinguish sections of the Proposal. Clearly identify and describe all requirements on the Request for Proposal. Scoring will consider not only content, but readability, organization, format and coordination with other parts of the Proposal.

2.2 The written offer should be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and the telephone number of the individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers 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;

2.3 The Bid Price Submittal information must be provided in MS-Excel, as an unlocked workbook with all calculations visible to validate formulas used for costs.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

2.4 Brochures or marketing material must NOT be supplied. This material will not be reviewed or evaluated, and the Proposer must not use this type of material as part of the information requested to meet proposal requirements.

3. COSTS AND PAYMENTS:

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

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

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

4. BID PRICE SCHEDULE: Respond to the Excel file provided on solicitations.phoenix.gov

5. CONTRACTOR’S ACCOUNT (TECHNICAL) REPRESENTATIVES:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

6. PLACE OF BUSINESS:

7. CONTRACTOR LICENSING REQUIREMENTS:

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

Licensed Contractor's Name _____

Class _____

License Number _____

Expiration Date _____

8. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided complete HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICE listed in this solicitation for a period of 3 years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICE.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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 a solicitation.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

Printed Name and Title (LLC, Inc., Sole Proprietor) (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

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
Jeff Barton, City Manager

Joe Giudice, Public Works Department Director

Attest:

_____ this ____ day of _____ 2021
City Clerk

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

--

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

--

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

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

--

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

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

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

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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).

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

8. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited



SECTION VI – SUBMITTALS

CITY OF PHOENIX

contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

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

OATH

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



SECTION VII – EXHIBITS

CITY OF PHOENIX

SECTION VII - EXHIBITS

Below is a publicly accessible HHW materials list that Phoenix residents are currently using to submit HHW home collection requests. This list is subject to change and is provided for informational purpose only.

ACCEPTABLE HHW MATERIALS LIST

A maximum of 25 gallons of HHW will be collected per appointment.

Chemicals (cumulative 5-gallon limit)

- Aerosols
- Cleaning chemicals (bathroom, carpet, floor, tile, toilet, window)
- Photochemicals (small batches only)
- Pool chemicals

Paints (cumulative 10-gallon limit)

- Acrylic, enamel, oil or latex paint
- Paint thinner/stripper
- Stains/sealants

Automotive (cumulative 5-gallon limit)

- Automotive fluids (antifreeze, power steering/brake fluid, motor oil, window washing fluid)
- Car wash & wax
- Gasoline/diesel/kerosene fuel
- Tire cleaner/treatment

Garden (Cumulative 5-gallon limit)

- Fertilizers
- Pesticides

Cylinders (3 per collection; no propane tanks over 5-gallons in size will be accepted)

- Camp stove propane tank
- Fire extinguisher
- Grill propane tank

Batteries

- Lead acid (car battery)
- Rechargeable (lithium-ion)
- Single-use (alkaline)



SECTION VII – EXHIBITS

CITY OF PHOENIX

Miscellaneous

- Circuit boards
- Fluorescent and CFL lightbulbs
- Mercury thermostats/thermometers/free mercury- on a limited basis
- Road flares only (no shooting flares)

Electronics (5 items per request)

- All types of phones
- Cables & connectors
- Calculators
- Cameras & camcorders
- Computers/laptops/hard drives
- Holiday lights
- Ink/toner cartridges
- Keyboard and mice
- Modems/routers
- Monitors with unbroken glass (1 per collection)
- Portable music players
- Printers/scanners/fax machines
- GPS systems
- Remotes and cords
- Speakers
- Surge protectors & power strips
- Tablets & e-readers
- TVs with unbroken glass (1 per collection, less than 50")
- Typewriter
- VCR, DVD and Blu-ray players
- Video game equipment
- Webcams

UNACCEPTED MATERIALS

- Ammunition or explosives
- Biomedical waste
- Business, Industrial or commercial waste
- Compressed gases such as MAPP or Acetylene
- Medications and sharps
- Radioactive waste
- Regular trash or bulk trash
- Small/large appliances
- Tires
- Volatile materials