



CITY OF PHOENIX

Public Works Department

REQUEST FOR PROPOSALS (RFP)

RFP 10-ASD-001

INTEGRATED PEST MANAGEMENT (IPM)

Deadline for Receiving Request for Proposals

March 19, 2010 @ 2:00 P.M., Phoenix time

Please send packets to:

**City of Phoenix
Public Works Department
c/o Randy Boyle
101 S. Central Ave. 4th Floor
Phoenix, Arizona 85004**

**For questions regarding the RFP contact:
Randy Boyle, (602) 534-9614
E-mail address: randy.boyle@phoenix.gov**

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SOLICITATION RESPONSE CHECKLIST



SECTION I – INTRODUCTION

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 proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer 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 shall apply:

“Amendment”	Means a written document issued by the City and signed by the Contractor, which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and /or (iv) an adjustment to the Agreement terms.
"City"	The City of Phoenix
"Contract"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	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.
"Contractor"	The individual, partnership, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
“COP”	City Of Phoenix
“Days”	Means calendar days unless otherwise specified.
“Employer”	Any individual or type of organization that transacts business in this State, that has a license issued by an agency in the State and employs one or more employees in this state. Employer includes this State, any political subdivision of this State and self-employed persons. In the case of an independent contractor, employer means the independent contractor, and does not mean the person(s) or the organization that uses contract labor. (A.R.S. 23-211).
“IPM”	Integrated Pest Management
“Offer”	Means proposal or quotation.
"Project Manager"	The Contractor representative charged with the supervision of the Services performed under this Contract. The Project Manager shall have the authority to make manpower and resource allocation decisions as well as decisions relevant to operations under this Contract.
“Proposer/Offorer”	Means a vendor who responds to the Request for Proposal.



SECTION I – INTRODUCTION

“Public Works Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the Public Works Department, City of Phoenix, AZ.
“Solicitation”	Means a Request for Proposal (RFP).
“Subcontractor”	Means an individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the City.
“Vendor”	A seller of goods or services.

2. PROGRAM DESCRIPTION

The City of Phoenix, Public Works Department, Administrative Services Division, invites sealed proposals for Integrated Pest Management (IPM) services for a three (3) year period commencing on or about April 1, 2010 in accordance with the specifications and provisions contained herein.

3. SCHEDULE OF EVENTS

Proposal Issue Date	Friday, February 26, 2010
Pre-Proposal Conference	Friday, March 5, 2010 @ 9:00 a.m., Phoenix Time
Proposer’s Written Inquiries Due	Thursday, March 11, 2010, by 2:00 p.m., Phoenix Time
Proposal Due Date	Friday, March 19, 2010 by 2:00 p.m., Phoenix Time
Finalist Interviews (If required)	TBD
Evaluation Panel Makes Selection (Estimated)	Thursday, March 25, 2010
City Council Approval (Estimated)	NA

Proposal Submittal Location:	Barrister Place City of Phoenix Public Works Department
Pre-proposal Location:	Contract Services 101 S. Central Avenue, 4th Floor
Finalist Interviews: (If necessary)	Phoenix, AZ 85004

City reserves the right to change dates and/or locations as necessary.



SECTION II – SCOPE OF WORK

1. SCOPE OF WORK

The City of Phoenix, Public Works Department, is seeking Integrated Pest Management (IPM) services. The IPM Contractor shall provide training, labor, equipment, materials and supplies to implement an IPM program at selected City of Phoenix facilities. The IPM program specified by this contract is intended to suppress the population of rats, mice, cockroaches, ants, silverfish, and any other pests on site. Populations of these pests listed herein, which are located outside the buildings, but within the property boundaries of the buildings, are included. The Contractor will inspect facilities both inside and out, but within facility boundaries; meet with staff; monitor and trap pests; provide detailed structural and procedural recommendations to achieve pest suppression; apply pesticides once approved; and record data. All work must comply with all federal, state and local environmental and pesticide regulations. The City may add/delete additional facilities in the future, as needed.

A. GENERAL

IPM is a process for achieving long-term, environmentally sound pest suppression and prevention using a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans, animals and the environment
- Non-pesticide methods and technologies such as trapping and monitoring devices

Contractor's duties as described below include monitoring the facility, controlling pests, contacting the IPM Coordinator with pest concerns and assisting in employee training.

B. IPM COORDINATORS

- Public Works Department
Theresa Foster
Environmental Programs Coordinator
- Phoenix Convention Center
Shelley Pacheco
Parks Foreman I

C. CONTRACTOR SERVICE REQUIREMENTS

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

The Contractor shall provide notification to the IPM Coordinator not less than 72 hours before a pesticide, other than a least hazardous pesticide (List must specify which chemicals are considered least hazardous), is applied in the building or on surrounding grounds. In an emergency application, the Contractor shall notify the IPM Coordinator after any emergency pesticide application in order for the IPM Coordinator to notify tenants within 24 hours.

D. PESTS INCLUDED AND EXCLUDED

1. The Contractor shall adequately suppress the following pests:
 - a. Indoor populations of pests, insects, arachnids, rodents, and other arthropods



SECTION II – SCOPE OF WORK

- b. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings
 - c. Nests of stinging insects within the property boundaries of the specified buildings
 - d. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors
2. Populations of the following pests are excluded from this Contract:
- a. Birds, bats, snakes, and all other vertebrates other than commensal pests
 - b. Termites and other wood-destroying organisms
 - c. Mosquitoes
 - d. Pests that primarily feed on outdoor vegetation

E. IPM MANAGEMENT PLAN CONTENTS

The City is responsible for sealing all buildings. To implement the IPM Management Plan the Contractor will perform the following tasks:

Inspection

1. The Contractor, IPM Coordinator and other COP personnel, such as site personnel and Contract Compliance Specialists, shall conduct site tours to familiarize the Contractor with the contracted facilities and properties as needed.

The purpose is to discuss specific pest control needs of each location and to identify problem areas and any equipment, structural features, or management practices that may contribute to pest infestations. The tours/inspections shall be conducted within thirty (30) days of being authorized to begin work by the IPM Coordinator. Site access will be coordinated with the IPM Coordinator(s).

2. The following specific points shall be addressed during the tours/inspections:
 - a. Identification of problem areas in and around the building and noting each pest type
 - b. Identification of structural features or personnel practices that are contributing to access, harborage or pest infestations
 - c. Discussion of the effectiveness of previous control efforts
 - d. Facilitation of Contractor access to all necessary areas
 - e. Informing the Contractor of any restrictions or special safety precautions, or other constraints
3. The Contractor will follow up with a survey of each facility and set out monitoring traps, as needed, to establish a pest population baseline.

IPM Management Plan

The City has developed a standardized site-specific IPM Management Plan and notebook. A copy of the most recent version is available upon request. The IPM Management Plan is structured based on field conditions and can be revised by the City, as necessary, based upon the Contractor's initial or routine inspections. The Contractor, along with specified City staff (IPM Coordinator and/or Facility Representative), will be responsible for the implementation of the IPM Management Plan and notebook at each site. The Contractor will update the notebook, which contains detailed information on areas of pest infestation as well as structural, housekeeping, and maintenance design deficiencies, during each monthly visit. In addition, the IPM Management Plan and notebook should contain the following:

1. Program Overview and Summary



SECTION II – SCOPE OF WORK

- a. The structural and operational actions to inhibit pests
 - b. The Contractor's means for monitoring pest populations in and around the buildings
 - c. Action levels that will state when a response or application is needed
 - d. Description of the equipment and material(s) used to provide services and the rationale for each type of use. A map of the facility will be included in each IPM Management Plan. This list shall include the following minimum items:
 - Bait boxes
 - Trapping devices
 - Pest monitoring and surveillance devices
 - Application equipment
 - Proposed trapping devices for rodents, if any
 - Any other pest control equipment to provide service
 - e. The Contractor shall provide a list of proposed primary pesticides (accepted common name and generic name) and alternatives approved by EPA and their current labels and material safety data sheets (MSDS) for all pesticides listed. The MSDS will be reviewed and approved by the City.
 - f. The IPM Management Plan shall specify the methods and procedures used for identifying sites of pest harborage and access, and methods of rendering objective assessments of pest population levels through the length of this contract.
 - g. Frequency of inspections, monitoring and treatment by the Contractor shall depend on the specific pest management needs of the premises. The Contractor shall provide complete service schedules for each building which shall include the frequency of visits and inspections (minimum monthly), specific dates of scheduled service, the approximate duration of each service and the scheduling of independent quality control inspections.
 - h. Contractor shall describe specific solutions and/or make recommendations relative to the facility structure or site operations to reduce pest food, harborage, water, access and infestation.
2. Recordkeeping – The IPM Management Plan includes the following forms: Pest Sighting Log, Contractor Inspection Log and Trap Placement Log.
 3. With the assistance of the IPM Coordinator, the IPM Management Plan includes a communication strategy document that meets the U.S. Green Building Council LEED Operations and Maintenance Credit EQ 3.6. The IPM Coordinator will be responsible for any electronic notification to facility tenants.

Implement the IPM Management Plan

Contractor will provide documentation using the notebook forms. These forms will be used to advise the IPM Coordinator of routine service requests and to document the performance of all work, including emergency work. These forms should also indicate the location and results from any baiting or trapping. Upon completion of a service visit to the building or site, the Contractor's employee performing the service shall complete, sign, date the form, and return it to the logbook or file on the same day of the services rendered.

Any subsequent changes in the IPM Management Plan and schedule must receive the approval of the IP Coordinator and be updated in the binder.



SECTION II – SCOPE OF WORK

F. ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

1. **IPM Coordinator** – The IPM Coordinator will be responsible for the following:
 - a. Oversee the IPM Contract
 - b. Authorize work requests
 - c. Approve pest prevention and control recommendations
 - d. Serve as the liaison between the Contractor and the IPM facility contacts
 - e. Provide support/notice to support staff
 - f. Receive all required documents, invoices and records sent by the Contractor
 - g. Coordinate all activities with janitorial and maintenance staff

2. **COP Facility Listing** - The following facilities are included in this contract:

	Building	Address	Square Footage
Public Works Department			
1	Phoenix City Hall	200 West Washington Street	515,530
2	Calvin C. Goode	251 West Washington Street	172,866
3	305 Building	305 West Washington Street	32,526
4	City Council Chambers	200 West Jefferson Street	9,072
5	Personnel Building	135 North 2nd Avenue	58,382
6	Historic City Hall	17 South 2nd Avenue	38,902
7	Phoenix Municipal Court House	300 West Washington Street	374,255
8	Adams Street Garage	310 West Adams Street	2,321
9	Channel 11 Office	140 North 3rd Avenue	17,804
10	ITD Office	149 North 4th Avenue	27,770
11	438 Building	438 West Adams Street	15,950
12	Glenrosa Service Center – Administration Building	4019 W. Glenrosa Avenue	11,000
13	Barrister Building	101 S. Central Avenue	45,201

Phoenix Convention Center			
1	West Building	100 North 3 rd Street	108,900
2	South Building	33 South 3 rd Street	143,000
3	Symphony Hall	75 North 2 nd Street	43,500
4	Herberger Theatre	222 East Monroe Street	80,000
5	Orpheum Theatre	203 West Adams Street	67,000
6	North Building (Garage & Office)	100 North 3 rd Street	107,775
7	North Convention Center	100 North 3 rd Street	514,350



SECTION II – SCOPE OF WORK

3. **IPM Contractor** - The following are the Contractor's obligations:
- a. A Supervisor and an alternate must be identified in the proposal. This individual shall assure safety and carry out coordination and continuity of the program routine. The Supervisor and alternate shall both have a working knowledge of this contract and the detailed IPM Management Plan and schedule for each building. The Supervisor and alternate must both meet the qualifications identified below under the Pest Management Technician; document in Section IV, Item 1A.
 - b. The Contractor shall provide, in the Proposal, the names of all Pest Management Technicians assigned to this contract; Section VII, Contract Assigned Employees and Credentials, and pertinent information regarding their qualifications, experience and training; document in Section IV, Item 1A. Throughout the life of this contract all personnel providing on-site pest management services must be licensed in the appropriate jurisdiction as commercial Pesticide Applicators in the category of General and Public Health Pest management. Unlicensed personnel will not be permitted to work under this contract.
 - c. The Contractor shall provide only qualified pest management personnel with adequate experience in the conduct of IPM programs. All personnel must understand current practices in this field and be able to make judgments regarding IPM techniques. Training and experience in IPM shall be demonstrated in Section IV, Item 1A.
 - d. **Structural Modifications**
The Contractor will not be required to perform structural changes or extensive carpentry services. However, Contractor is responsible for notifying the IPM Coordinator about structural modifications necessary to prevent access by pest populations or for safety reasons.
 - e. **Monitoring and inspection reports**
 - The Contractor shall maintain all monitoring and inspection reports on site.
 - Monitoring and inspections shall be ongoing throughout the duration of this contract.
 - f. **Pesticide Treatments**
 - The Contractor shall minimize the use of synthetic pesticides where possible. Preventive treatments are acceptable only on a case-by-case basis. The Contractor must provide detailed plans; listing the rationale for the treatment and the methods of application, if preventive treatment is warranted, for a specific location. Alternatives could include:
 - The use of gel application of pesticides to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas.
 - The use of containerized bait such as boric acid for cockroaches, rather than sprays, wherever appropriate.
 - Pesticide fogs and sprays (including mists and ultralow volume applications) will be restricted to unique situations where no alternative measures are practical.
 - Where appropriate, glue traps shall be employed to monitor cockroaches or other pest populations in selected areas.



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- Portable vacuums or other methods rather than pesticide sprays shall be the standard method for cleanouts of cockroach infestations, for swarming (winged) ants, and for control of spiders in webs.
 - Light trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- g. Rodent Control
- Indoor Trapping:
As a general rule, pest control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. The Contractor will check the trapping devices on a schedule approved by the IPM Coordinator. The Contractor shall be responsible for disposing of all trapped pests and all pest carcasses in an appropriate manner.
 - Use of Rodenticides:
In exceptional circumstances, when rodenticides are deemed essential for adequate pest control inside buildings, the Contractor shall obtain approval of the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of pest burrows wherever feasible.
- h. The Contractor shall complete a Pest Sighting Log that records the number and location of pests, or other indicators of pest population levels.
- i. The Contractor and the City of Phoenix shall develop action thresholds specific to each pest and to site zones.
- j. The Contractor will not apply any pest control product not included in the IPM Management Plan without receiving approval by the City of Phoenix IPM Coordinator before application.
- k. The application of pesticides shall not occur unless inspections or monitoring indicate the presence of pests that exceed action thresholds in that specific area and cannot be resolved by non-pesticide methods. Signs of pest activity must be seen, identified and documented. Examples of non-pesticide methods include portable vacuums, trapping devices.
- l. The Contractor shall use pesticides, if necessary, as a method of control, along with the application of least hazardous (list must specify which chemicals are considered least hazardous) growth inhibitors, genetic or sterilization agents or diseases that will be applied consistent with the product labeling and EPA registration.
- m. Preventive treatments may be used when there is a surveillance-based indication of potential for pest infestation. Preventive applications shall be made on a routine scheduled basis (on a case-by-case basis) with a demonstrated need for such application consistent with IPM principles. Each preventive treatment is subject to approval by the IPM Coordinator and can be eliminated by him/her at any time.
- n. All pesticide treatments and applications shall comply with applicable state and federal regulatory requirements including the Arizona Office of Pest management requirements and associated administrative rules.



SECTION II – SCOPE OF WORK

- o. Bait Boxes - All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
 - All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - The lids of all bait boxes shall be securely locked or fastened shut.
 - All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.
 - Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
 - All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each service.
- p. The Contractor shall obtain approval of the IPM Coordinator prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety; and all necessary steps to ensure the containment of the pesticide to the site of application.

G. RECORD KEEPING

1. Contractor shall be responsible for maintaining records for each building or site specified in this contract. The log book and invoice shall contain the following items as a minimum:
 - a. A copy of the IPM Management Plan and Contractor Inspection Log for the property
 - b. Pest Sighting Report that records, in a systematic fashion:
 - Number of pests or other indicators of pest population levels revealed by the Contractor's monitoring program; and the infestation, e.g. number and location of cockroaches trapped.
 - Number and location of rodents trapped or carcasses removed.
 - Number and location of rat burrows observed, etc.
 - c. Trap Placement Log indicating the location of all traps, trapping devices, and bait stations in or around the property. This information can be in either tabular or in a list format, and should be accompanied by a map for each trap or bait station. At the end of the contract all traps, trapping devices and bait boxes shall be accounted for and removed from all sites covered by this contract.
 - d. Mitigating or aggravating circumstances impacting infestations.
 - e. Recommendations.
 - f. A copy of the current label and EPA registration number for each pesticide used in the building, including the Material Safety Data Sheet (MSDS).
 - g. Any application of pest control products.
 - h. Copies of pest monitoring service schedules; record and service report forms; and, all records keeping information on pesticide application required by FIFRA. These report forms may incorporate some or all of the pest monitoring data required above.
2. Personnel and vehicles – All Contractor personnel working at City facilities under this contract shall, at all times, wear distinctive uniform clothing with the firm's name affixed to the clothing.



SECTION II – SCOPE OF WORK

All personal protective equipment (PPE) required for the safe performance of work must be determined and provided for by the Contractor. PPE shall conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with State regulations. Parking is not furnished under this contract; metered parking and garage parking are available at Contractor expense.

3. Equipment and materials – The contractor shall list and describe the equipment and materials used to provide service.
4. Special Requests and Emergency Services – the Contractor will receive occasional requests for corrective action, special services beyond routine requests, or emergency service.
 - a. The Contractor shall respond to requests for emergency services on the day of the request.
 - b. The Contractor shall respond to special service requests or corrective action requests within one working day after receipt of the request.
 - c. In the event that such services cannot be completed within their time-frames, the Contractor shall immediately notify the IPM Coordinator and indicate an anticipated completion date.
 - d. All emergency and special services shall be recorded in the facility IPM logbook.
 - e. The Contractor shall describe the capability of meeting emergency and special service request. Example - availability of trucks and personnel.

H. ENTOMOLOGIST

The Contractor shall have a staff Entomologist or access to one, available for routine and emergency consultation. Evidence of experience and training of this individual must be demonstrated in the proposal.

1. Bachelor's degree in entomology from an accredited University; or a Bachelor's degree in biology, chemistry, or other life science and proof of membership in the American Registry of Professional Entomologists (ARPE).
2. If necessary, current license in the appropriate jurisdictions as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Control with a minimum subcategories to include General Pest Control and Rodent Control.

I. TRAINING

The City will be responsible for training of its personnel; however, if requested, the Contractor shall assist the IPM Coordinator on all training aspects of IPM.

J. PROGRAM REPORTING AND EVALUATION

1. The Contractor's Program Technical Supervisor shall provide, at a minimum, monthly written reports within fifteen (15) days following the end of each month. If necessary, monthly meetings will be scheduled with the COP IPM Coordinator. These reports and meetings will address all pest management activities provided by the Contractor for each building facility and evaluation of the IPM program's progress. These reports should identify building conditions and/or personnel practices that require correction by the COP in order to promote the program's overall effectiveness.
2. Notification of Inspection Findings – The Contractor shall describe how the technician will report detailed information on areas of pest sightings and infestation; structural, housekeeping, maintenance and design deficiencies; landscape design and plant selection deficiencies; and plant maintenance practices that contribute to pest infestation. The pest sighting shall be recorded in the Pest Sighting Log.



SECTION II – SCOPE OF WORK

K. QUALIFICATIONS

The Contractor shall provide only qualified pest management personnel with adequate and verifiable experience with implementing IPM programs. All on-site personnel must be able to make decisions and field diagnoses regarding the use of IPM practices and techniques.

1. Contractor shall comply with all Arizona Statutes, and must hold a current, valid and unrestricted State of Arizona Office of Pest Management (OPM) business license at the time of Proposal submittal. The City will check with the OPM to determine how past complaints, if any, have been resolved. Proof of license must be provided to the City before contract initialization. The City reserves the right to make a periodic inspection of license(s) during the course of this contract
2. The Contractor shall comply with all codes, (local, state, county, etc.) and shall secure and pay all costs of all necessary permits and licenses, if any. The Contractor shall also be responsible for the payment of all sales, excise and other taxes levied on all items concerned with this contract.
3. The Contractor shall have five years experience with IPM and have been licensed by the Arizona Office of Pest Management to engage in commercial pest control in the State of Arizona for no less than five (5) years preceding the execution of this agreement.
4. All persons performing IPM services pursuant to this contract shall have three (3) years experience performing IPM services and have been licensed in General and Public Health Pest Management by the Arizona OPM for no less than three (3) years preceding the execution of this contract.
5. Contractor shall provide and identify a Contract supervisor who has authority to act on matters pertaining to the performance of services required under this contract.

1. CONTRACT TERM AND EFFECTIVE DATE

When fully executed by both parties, the Contract will be effective as of **April 1, 2010, and shall terminate on March 31, 2013**, unless sooner terminated in accordance with the Contract.

2. OPTION TO EXTEND

The City may, at its option and with approval of the Bidder, extend the period of the Contract up to **two (2) additional years in one (1) year increments**. The Bidder shall be notified in writing by the Public Works Director, Administrative Services Division, of the City's intention to extend the Contract period at least one hundred twenty (120) calendar days prior to the expiration of the original Contract period.



SECTION III – INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Such a proposal does not become a contract until it is executed by the Public Works Director. A contract has its inception in the award, eliminating a formal signing of a separate contract.

2. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA: Interested Proposers may download the complete solicitation and addenda for this RFP from:

<http://phoenix.gov/business/contract/opportunities/rfp/index.html>. Internet access is available at all public libraries. Any interested Proposer without Internet access may obtain this solicitation by calling (602) 534-9614 or picking up a copy during regular business hours at:

Barrister Place
City of Phoenix Public Works Department
Contract Services
101 S. Central Avenue, 4th Floor
Phoenix, AZ 85004

3. REQUEST FOR PROPOSAL ADDENDA: The Proposer shall acknowledge receipt of a Request for Proposal addenda by signing and returning the document(s) with the RFP Proposal by proposal due date. The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Proposer's responsibility to obtain a copy of any addenda relevant to this solicitation. **Failure to submit addenda with the solicitation response may be grounds for deeming a submittal non-responsive.**

4. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal Conference is indicated below. Attendance is encouraged even if the Pre-Proposal Conference is designated as voluntary. Written minutes and/or notes will not be available. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal.

A Pre-Proposal Conference will be conducted **Friday, March 5, 2010, at 9:00 a.m. Phoenix time**, at:

Barrister Place
City of Phoenix Public Works Department
4th Floor Conference Room
101 S. Central Ave, 4th Floor
Phoenix, AZ 85004

Attendance is highly recommended, but not mandatory. At this conference, the terms, conditions, and scope of work will be reviewed, discussed, and open for questions. Bidders are requested to bring a copy of the RFP with them, as it will be used as a part of the agenda for the meeting.

5. PROPOSER INQUIRIES: Bidders may submit written questions regarding this RFP **prior** to the Pre-Proposal Conference but no later than **2:00 p.m. on Thursday, March 11, 2010.**

Inquiries received will then be answered by an addendum and published at the City website listed above in Paragraph 2. All questions that arise relating to this RFP shall be directed in writing to:



SECTION III – INSTRUCTIONS TO PROPOSERS

City of Phoenix, Public Works Department
Contract Services, 4th Floor
Attn: Randy Boyle
101 South Central Avenue
Phoenix, Arizona 85004
email: randy.boyle@phoenix.gov

No informal contact initiated by Proposer on the requested service will be allowed with members of City's staff from date of distribution of this RFP until after the closing date and time for the submission of proposals. **All questions concerning or issues related to this RFP shall be presented in writing.**

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms and in the format set forth in the Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. The Offer and Acceptance form, the Pricing Schedule and any solicitation addenda must be signed and returned with the proposal.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an Offer. An authorized signature on the Offer and Acceptance page, Proposal Addenda, or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide the service specified herein.
- D. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal.
- E. In case of error in the extension of price in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation. All materials and proposals submitted in response to this solicitation become the property of the City and will not be returned.
- H. It is the responsibility of all Proposers 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Proposer shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

7. **IDENTIFICATION OF TAXES IN OFFER:** The City of Phoenix is exempt from federal excise tax, including the federal transportation tax. The City is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the Pricing Schedule, Section VII, Paragraph 1, offered in this solicitation. At all times, payment of taxes and determination of applicable taxes are the sole responsibility of the contractor.

8. COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

At the request of the City representatives, the Proposer shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.



SECTION III – INSTRUCTIONS TO PROPOSERS

- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Proposer or their subcontractors including dates, disposition and resolutions.

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

- 9. PROPOSAL FORMAT:** The written proposal shall be signed by an individual authorized to bind the Proposer. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be firm and fixed for the full contract period. Please see Section VII – Submittal of Offer, for further information. Each response shall be:
 - A. Typewritten for ease of evaluation.
 - B. Submitted in an 8½ x 11 inch loose-leaf three-ring binder preferably using double-sided copying and at least 30% post consumer content paper.
 - C. Set forth in the same sequence as identified in Section VII – Submittal of Offer (i.e., Proposer should respond to this RFP in sequence and each narrative response should reference the applicable section of this RFP, particularly Section IV – Evaluation Requirements).
 - D. Signed by an authorized representative of the Proposer.
 - E. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
 - F. Appended with any exceptions to the Terms and Conditions clearly stated. See Paragraph 10 below.
- 10. EXCEPTIONS TO THE CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including, but not limited to, the specifications, scope of work and any terms and conditions. Proposers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. These modifications must be set out in the section/or attachment to the RFP submittal titled "Request for Consideration of Alternate Terms." See Section VII, Submittal of Offer, #11 on Solicitation Response Checklist. The provisions of the Request for Proposal cannot be modified without the express written approval of the Public Works Director or Director's designee. If a proposal or offer is returned with modifications to the contract; the contract provisions contained in the City's Request for Proposal shall prevail unless the Proposer's proposed alternative provisions are expressly approved in writing by the Public Works Director or designee.

If provisions of the detailed specifications preclude an otherwise qualified Proposer from submitting a proposal, a written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes.

- 11. CONFIDENTIAL INFORMATION:** The City of Phoenix is obligated to abide by all public information laws. All proposals submitted in response to the Request for Proposal shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification. If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.



SECTION III – INSTRUCTIONS TO PROPOSERS

- 12. CERTIFICATION:** By signature in the offer section of the Offer page in Section VII, Submittal of Offer, Proposer certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. Proposer will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - C. Proposer 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.
 - D. Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.
- 13. SUBMISSION OF PROPOSAL:** 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 shall not be considered. The prevailing clock shall be the City's clock at the location designated for delivery of the proposal.
- A. Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Proposer's Name
Proposer's Address (as shown on the Certification Page)
RFP Number
RFP Title
Proposal Opening Date
 - B. All proposals must be completed in ink or typewritten. Include the number of copies indicated in the Submittal of Offer, Section VII.
- 14. LATE PROPOSALS:** Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond Proposer's control. Proposers mailing their responses should allow sufficient time to insure delivery by the date and time specified.
- 15. NON-RESPONSIVE PROPOSALS:** Proposals deemed non-responsive will not be evaluated or considered for award.
- A. The following proposals will not be evaluated:
 - 1) Proposals submitted unsigned.
 - 2) Proposals that do not conform to the minimum specifications stated in the scope of work.
 - 3) Proposals submitted without complete pricing.
 - 4) Proposals that contain altered or conditional cost information.
 - 5) Proposals submitted by a Proposer not in compliance with the Affirmative Action Program at the time of the proposal due date and time.
 - 6) Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
 - 7) Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
 - 8) Proposals not received by the designated due date, place and time.



SECTION III – INSTRUCTIONS TO PROPOSERS

B. Proposals may be deemed non-responsive at anytime in the evaluation process if, in the sole opinion of the City:

- 1) Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
- 2) Proposal does not comply with the submission requirements including any specified page limits.
- 3) Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
- 4) Proposer is not financially stable, solvent, or has cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Proposer's creditor).
- 5) Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.

- 16. RESPONSIVE PROPOSALS:** Proposals must meet all material requirements of the solicitation. All required elements of a sealed proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the lowest cost proposal score will be awarded the contract.

Note: In addition to the foregoing information submitted by Proposer, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.

- 17. COMPLIANCE WITH AFFIRMATIVE ACTION IN EMPLOYMENT REQUIREMENTS:** Proposers must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program, **at the time of the proposal due date**. Failure to comply with the reporting requirements of this Ordinance will result in your proposal being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. An Affirmative Action form is available on line at <ftp://www.phoenix.gov/pub/payf/attachb.pdf>. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contract Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, Vendor, Supplier, Contractor and subcontractors an equal economic opportunity to compete for City



SECTION III – INSTRUCTIONS TO PROPOSERS

business and strongly encourages voluntary utilization of disadvantaged and/or minority-owned or women-owned businesses to reflect both the industry and community ethnic composition.

18. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for 120 days after the proposal due date and time.
19. **DISCUSSIONS:** The City reserves the right to conduct discussions with Proposer for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff authorized to contact the Proposer is the RFP representative listed on the front of this proposal. The RFP representative shall document any such discussion in the City's file.
20. **WITHDRAWAL OF OFFER:** At any time prior to the solicitation due date and time, a Proposer (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
21. **PROPOSAL RESULTS:** Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each Proposer shall be read. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been made.
22. **EVALUATION CRITERIA:** Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in Section IV, Evaluation Requirements, consisting of technical component(s) (evaluation criteria) and a pricing ("cost" or "pricing schedule") component.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation.
23. **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.
24. **AWARD:** The Proposer whose proposal receives the highest score will be recommended for the contract award.

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 proposals or portions thereof; or (3) reissue a solicitation.

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Such a proposal does not become a contract until it is executed by the Public Works 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, unless any of the terms, conditions, or specifications is modified by an addendum or contract amendment. The terms and conditions set forth in this RFP and the



SECTION III – INSTRUCTIONS TO PROPOSERS

selected Proposer's Offer (Section VII – Submittal of Offer) shall form the entire contract between the City and the Contractor.

25. **PROTEST OF AWARD RECOMMENDATION: Protest of an award recommendation must be filed within seven (7) calendar days following release of City's "Intent to Award" letter.** The City retains the right to reject all protests not timely filed or those found to be without merit. Protests shall be in writing and filed with the Public Works Director and shall include all of the following:
- A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the RFP number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.



SECTION IV – EVALUATION REQUIREMENTS

1. **EVALUATION CRITERIA AND FORMAT**

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the Proposal Evaluation Criteria shown below. In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made.

Based on the presentations and possible follow-up meetings, the evaluation committee may recommend more Proposer(s) to management than is requested in the RFP. Public Works Management staff shall then have the right to negotiate with finalist(s) certain final agreement terms. However, the material terms of the contract, including but not limited to, insurance and indemnity are not subject to negotiations. Any adjustments shall be mutually agreed upon and made only if it is in the best interest of the City to do so.

Proposals that do not meet all qualifications and requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts; a Technical component (Evaluation Criteria) and a Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated on its technical and cost merits by a panel of reviewers.

The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

- a. Capability of the Firm
- b. Clarity and Organization of Submittal
- c. Staff IPM Experience
- d. References
- e. Price

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted with the Pricing Schedule as set forth in the Submittal of Offer, Section VII and follow the same order as requested and must contain, at a minimum, the following:

A. PROPOSER’S EXPERIENCE AND QUALIFICATIONS

1. Contractor’s Experience/Qualifications – include evidence of sufficient expertise in pest control and IPM principles and practices to adequately meet the specifications contained herein. Identify your Company’s capabilities to support and manage the contract objectives. State your firm’s experience in providing services to large public or large corporate entities. List other government contracts that you have now or have had in the past 5 years including the City of Phoenix. (Not to exceed three (2) pages)
2. Sample Projects - Describe sample projects which best illustrate the firm’s qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must be of similar complexity completed and demonstrate the Proposer’s ability and experience to successfully perform the services. (Not to exceed five (5) pages total).
3. Adverse Actions/Potential Impact - State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.



SECTION IV – EVALUATION REQUIREMENTS

4. Staff Experience/Qualifications
 - Provide evidence of staff's qualifications, experience; highlighting IPM qualifications and experience, and licensing records. Provide a one (1)-page resume for each of your staff.
 - Identify proposed Supervisor and alternate, and their supervisory qualifications.
 - Resume of Entomologist including degrees from an accredited University, and proof of membership in the American Registry of Professional Entomologist (ARPE).
 - Emergency and Special Service Request Response Plan – describe your capabilities for meeting emergency and special service requests (e.g. radio-dispatched services, contact persons and phone numbers, availability of personnel and equipment, etc.)
5. Submittal Presentation – Shall be clear and concise and in the order (steps a-e) as stated above in 'The Proposal Evaluation Criteria' in this section.
6. Records - include a sample invoice that will be utilized during the course of this contract.
7. Training - include a detailed description of your in-house training programs provided to company personnel, including documentation records. Give a brief description of how you can assist the COP in training on all aspects of IPM to a wide array of City staff, including administrators, maintenance and housekeeping staff, and site coordinators.
8. References - document references as requested in the RFP, Section VII, Item #8, Customer References. This section must be filled out completely. Failure to do so, or references providing unsatisfactory recommendations, may be reason to disqualify the proposal.
9. Licenses - Contractor shall submit a photocopy of their pest control business license as required by the Arizona Office of Pest Management. Additional license information for Contractor's staff shall be submitted as requested in this RFP.
10. Other Relevant Information - Submit any other information, which documents other skills or experience relating to the requirements of this RFP, which you believe may be relevant including brochures and descriptions.

B. METHOD OF APPROACH

Describe the firm's method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Scope of Work requirements. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work. Address issues such as:

1. **Customer Service – Availability.** State the work schedule (days and hours) that the contractor's Project Manager will be available and the anticipated turn around time for returning phone calls.
 - Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Scope of Work.
2. **Budget Controls.** Describe the fiscal accounting processes and budgetary controls you will use to ensure the responsible use and management of contract funds and accurate invoicing.
 - State how costs incurred under this project will be appropriately accounted for.
 - Describe the procedures that you will take to ensure that the City receives satisfactory products and services at the lowest costs, i.e., how will your firm strive to provide the best service within a specified budget.



SECTION IV – EVALUATION REQUIREMENTS

C. PRICE PROPOSAL

Proposer shall submit the pricing structure in accordance with the 'Pricing' schedule included herein in the "Submittal of Offer", Section VII, Paragraph 1. This 'Pricing' schedule represents the City of Phoenix's official request for price quotation and MUST be completed by the Proposer. The pricing stated herein **must be a firm fee structure**. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

2. GENERAL

A. Interviews/Demonstrations:

The City reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. Information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process. Demonstrations, if scheduled, will be held at a time and place specified by the City. Each of the Proposer's key project team members, including any subcontractors who will be assigned to the project, are strongly encouraged to attend the interview/demonstration.

B. Additional Investigations:

The City reserves the right to make such additional investigations, as it deems necessary, to establish the competence and financial stability of any Proposer submitting a proposal including, without limitation, information provided by former employees and/or creditors.

C. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating the qualifications and experience.

D. Overall Evaluation of the Proposal Response:

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

E. Required Agreements:

Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.



SECTION V – SPECIAL TERMS AND CONDITIONS

1. METHOD OF INVOICING: Invoices **must** include the following:

- A. City contract number
- B. City department and name of contact requesting services
- C. Site of application
- D. Target pest or purpose of service
- E. Trade name or common name of materials used
- F. Percent active ingredient in product
- G. Amount of finished product used
- H. Name and Certification number of the Applicator (if applicable)
- I. Unit price
- J. Applicable tax and fees, itemized separately
- K. Invoice number and date

2. METHOD OF PAYMENT:

The City will pay the fees (invoices) on a monthly basis in arrears. The billing for services shall be sent to:

City of Phoenix, Public Works Department

101 South Central Avenue
Phoenix, AZ 85004
Attn: Theresa Foster

City of Phoenix, Phoenix Convention Center

111 North 3rd street
Phoenix, AZ 85004-2231
Attn: Purchasing

As shown, various City departments may use this contract for their IPM needs and it is their responsibility to provide the correct billing information. Your responsibility is to provide the information as requested above in paragraph 1, Method of Invoicing. If billing is sent to the wrong department, it may delay payment.

3. INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.



SECTION V – SPECIAL TERMS AND CONDITIONS

4. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall 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 minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

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

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

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability.

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

- **This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.**

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:



SECTION V – SPECIAL TERMS AND CONDITIONS

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to City of Phoenix Risk Management Division, 251 West Washington, 8th floor, Phoenix, Arizona 85003, Attn: Assistant Risk Management Administrator.

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

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

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

All certificates required by this Contract shall be sent directly to the City's insurance certificate tracking service, or to the City of Phoenix Risk Management Division, 251 West Washington, 8th Floor, Phoenix, Arizona 85003, Attn: Assistant Risk Management Administrator. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

5. **PERFORMANCE INTERFERENCE:** Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. **Department Contact: Theresa Foster - Phone: (602) 534-2608.**
6. **CONTRACTOR'S PERFORMANCE:** Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.



SECTION V – SPECIAL TERMS AND CONDITIONS

The City's authorized Contract 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 Contract Representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have forty-eight (48) hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall 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 Contract for default.

7. EMPLOYEE IDENTIFICATION AND ACCESS:

Except as set forth in Section V, Items #11 and #12, Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City's authorized representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

8. ACCOUNT STAFFING:

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

9. TIME IS OF THE ESSENCE:

The parties agree that time is of the essence in the performance of the Scope of Work.

10. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING.

A. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense as set forth in this Section. The **Background Screening provided by Contractor** shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

B. Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is: "**STANDARD RISK**"

(1) Minimum Risk and Background Screening ("Minimum Risk").

A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with



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vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

(2) Standard Risk and Background Screening (“Standard Risk”).

A standard risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

C. Contractor Certification: City Approval of Maximum Risk Background Screening. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them 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 such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to **Contract Representative** for the City's review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

a. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

b. Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section V (3.) of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section V(3.)) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

D. Continuing Duty; Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all



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records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

11. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS.

- A. **A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.**
- B. **Badge Access Procedures.** An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W. Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the City of Phoenix, Banking & Cashiering Division, 251 W. Washington, 3rd Floor, Phoenix, AZ 85003-1611: (i) a fully completed and authorized City of Phoenix badge application form; (ii) a check in the initial badge fee amount listed below made payable to the "City of Phoenix"; and (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker's badge application shall be rejected.
- C. **Key Access Procedures.** If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available at and the completed form shall be submitted to the badging office at the address above.
- D. **Stolen or Lost Badges or Keys.** Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.
- E. **Return of Badges or Keys.** All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
- F. **Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach.** Contractor's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv)



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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 (v) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days 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 shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Contractor of 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 in the event that 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 in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall 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.

G. **Badge and Key Fees.** The following constitute the badge and key fees under this Agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to Contractor.

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

12. ACCESS TO WORK AREA

The project manager will identify project areas, storage area (no storage of hazardous materials allowed on City property) and parking to be utilized by the Contractor.

13. HOURS OF WORK

All work under this contract shall be coordinated with the IPM Coordinator. Any changes to the established schedule must have prior approval of the IPM Coordinator.

14. EMERGENCY TWENTY-FOUR (24) HOUR SERVICE

The Contractor shall provide twenty-four (24) hour emergency service at no additional cost to the City. The contractor shall provide a contact person(s) to be available to respond during any twenty-four (24) hour period. The contact person(s), documented in Section VII, Item 5, shall be authorized to provide any necessary services requested in the event of an emergency. Any changes in contacts must be promptly submitted to the City.



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15. COMMUNICATION IN ENGLISH

It is mandatory that the lead person assigned to any facility be able to speak, read and write in English in order to communicate with the site contact.

16. HAZARDOUS MATERIALS REQUIREMENTS – MSDS

Proposer shall provide a copy of the current Material Safety Data Sheet (MSDS) for the product(s) offered. The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. The Contractor shall provide required safety and health training for their employees on each product offered and for proper product use and disposal. Contractor will provide a copy of the training documents to the City upon request. The Contractor further agrees to be responsible for disposing of all bait boxes, trapping devices, pest monitoring surveillance devices and empty containers, if and when requested by the City. Training and disposal of used containers will be performed at no cost to the City.

City requests that the Contractor use products that in the City's opinion is the least hazardous (list must specify which chemicals are considered least hazardous) material suitable for use in the City's operations, price not withstanding.

17. AUTHORIZED PESTICIDES

The Contractor shall use only Category 3 pesticides unless specifically approved by the Office of Environmental Programs and Personnel Safety. Category 3 pesticides are any pesticide product bearing the signal word "Caution" on the front panel because it meets EPA criteria for Toxicity, Category 3.

Proposer shall submit a list of chemical pesticides by trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.) offered with their proposal response. The Contractor shall obtain City approval prior to using any other product not originally submitted and approved for use. List must specify which chemicals are considered least hazardous.

18. CHEMICAL SPECIFICATIONS

The City of Phoenix has adopted a pollution prevention (P2) policy to provide sound environmental stewardship, protect human health, reduce operating expenses associated with the use of hazardous materials, and reduce potential liability to the City. The policy reflects our environmentally preferable purchasing (EPP) initiative. "Environmentally preferred" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product, as well as special funding requirements, and disposal costs.

The products that are selected for use in this contract should avoid physical and health hazards. Proposers are encouraged to use the chemical product material safety data sheets (MSDS) provided by manufacturers to make this determination. Acceptable products shall adhere to the following criteria and apply to all chemicals used for this contract: where available.

- Chemical constituents not listed as SARA Title III, Section 313 chemicals
- Chemicals with less than 0.5 percent phosphorous-containing constituents
- Corrosivity (pH) greater than 2 and less than 12.5
- Flashpoint greater than 150 degrees F
- No carcinogenic, mutagenic, or teratogenic constituents
- Volatile Organic Compounds (VOCs) – All products shall meet the applicable National Volatile Organic Compound Emission Standards for Consumer Products as defined in the Code of



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Standards for Consumer Products as defined in the Code of Federal Regulations, 40 CFR Part 59, Subpart C, and Sections 201-214.

The City maintains the right to request that Proposers supply certification of compliance from the manufacturer information on the amount of VOCs contained in a product can be obtained from the product manufacturer and, in some cases, may be found under “Physical/Chemical Characteristics” (typically Section III) of the MSDS.

- All products used must be in a non-aerosol formulation such as ready-to-use pump action sprays, air-charged refillable containers, or concentrates that can be dispensed into spray bottles for use. Aerosol sprays typically emit more VOC’s and contribute to ozone air pollution.

19. OSHA LAWS AND REGULATIONS

A. Emergency Spill Response Plan:

1. 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.
2. At a minimum the response plan must provide a description of the equipment on site available to contain and/or respond to an emergency/spill of the material.

B. Notification procedures:

1. Provide response coordination procedures between Contractor and the City of Phoenix.
2. Provide a Site Plan showing the location of spill containment/response equipment.
3. Provide a description of the training provided to the Contractor’s employees.

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

1. OSHA Guideline Compliance

- a. Material Safety Data Sheets – Contractor shall furnish to the City’s Public Works Department copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis, or change of formulations. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s MSDS must be provided and maintained in the Public Works Department IPM Management Plan.
- b. The Materials Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- c. Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers.

D. Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City’s Public Works Department’s IPM Coordinator for verification.

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

E. MSDS Notebooks:

Contractor shall maintain in the IPM Management Plan notebook current (dated within the past three years or verified as most current by manufacturer) Material Safety Data Sheets (MSDS) for all materials being used on Site, whether or not they are defined as a hazardous material. The notebook shall be kept in an assigned area on-site. The notebook must be kept up-to-date as



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materials are brought onto and removed from the site. New products must be approved for use by the City by providing a copy of the product's MSDS for review and approval.

F. Hazardous and Non Hazardous Materials Labeling Specifications:

1. The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely label all hazardous materials containers according to OSHA requirements, and bear applicable NFPA or HMIS labels.
2. If any such unlabeled containers are discovered on the Site, the City of Phoenix's IPM Coordinator 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.

G. On-site Storage of Hazardous Materials is not allowed.

H. Hazardous Materials Management Program Documentation:

The Contractor shall make all required documentation available immediately upon request of the City Of Phoenix's IPM Coordinator. The Contractor shall also provide the City Of Phoenix's IPM Coordinator with copies of all permits obtained from environmental regulatory agencies.

I. Contractor Training Requirements:

1. The Contractor shall provide, if 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.
2. The Contractor must demonstrate how employees are trained in the proper use, storage (storage of hazardous materials not allowed on City property), and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.



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1. CONTRACT INTERPRETATION

- A. APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- C. 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 shall prevail in the order set forth below:
- 1) Special Terms and Conditions
 - 2) Standard Terms and Conditions
 - 3) Statement or Scope of Work
 - 4) Specifications
 - 5) Attachments
 - 6) Instructions to Proposers
 - 7) Other documents referenced or included in the Request for Proposal.
- D. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- E. NON-WAIVER OF LIABILITY:** The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. PAROLE EVIDENCE:** This Contract 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 Contract. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall 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.

2. CONTRACT ADMINISTRATION AND OPERATION

- A. RECORDS:** All books, accounts, reports, files and other records relating to the Contract shall 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.
- B. CONFIDENTIALITY AND DATA SECURITY.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor/Consultant



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in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor/Consultant shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, Contractor/Consultant shall notify the City Privacy Officer immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor/Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Contractor/Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

Contractor/Consultant shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Consultant's or any of its owners', officers', directors', agents' or employees' failure to comply with the requirements of this Section. This indemnity includes any claim arising out of the failure of contractor/consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

C. AFFIRMATIVE ACTION: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor/subcontractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The contractor/subcontractor will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or 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/subcontractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations



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furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

Contractor/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor.

- D. LICENSES AND PERMITS:** Contractor shall possess at the time of submittal and shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- E. ADVERTISING:** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the Public Works Director, and the City shall not unreasonably withhold permission.
- F. EXCLUSIVE POSSESSION:** All research and materials created, developed, compiled or produced pursuant to or as a result of this contract (including but not limited to all reports) will be considered ordered and commissioned by the City as works made for hire under the copyright laws and made in the course of services rendered.

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

- G. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall 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. The City shall have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Contract.
- H. 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 or not they are 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.

- I. 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 shall 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.
- J. STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.



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3. COSTS AND PAYMENTS

- A. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order of otherwise directed to do so, in writing by the City.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- D. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- E. **FUND APPROPRIATION CONTINGENCY:** The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- F. **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

4. CONTRACT CHANGES

- A. **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Public Works Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- B. **ASSIGNMENT - DELEGATION:** No right or interest in this Contract nor monies due hereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Public Works Director, which may be withheld for good cause. Any assignment or delegation made in violation of this Section shall be void.
- C. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- D. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: a) specifications; b) implementation schedule. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on



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the City unless evidenced in writing and approved by the Public Works Director prior to the institution of the change.

5. RISK OF LOSS AND LIABILITY

- A. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall 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 shall not release Contractor from any obligation hereunder.
- B. ACCEPTANCE:** All service is subject to final inspection and acceptance by the City. Noncompliance shall conform to the cancellation clause set forth in this document.
- C. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

- D. FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall 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.

- E. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Contract 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 shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Contract are considered to be City's employees and that no rights of City civil service, benefits, retirement or personnel rules accrue to such persons. The



SECTION VI – STANDARD TERMS AND CONDITIONS

Contractor shall 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 shall save and hold the City harmless with respect thereto.

- F. **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City's Contract Representative.
- G. **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

6. WARRANTIES

- A. **QUALITY:** Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications and appropriate standards.
- B. **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.
- C. **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract.
- D. **PROFESSIONAL RESPONSIBILITY:** Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.

7. CITY'S CONTRACTUAL RIGHTS

- A. **RIGHT TO ASSURANCE:** 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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
- B. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- C. **DEFAULT:** In case of default by the Proposer, 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 proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- D. **COVENANT AGAINST CONTINGENT FEES:** Contractor 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the



SECTION VI – STANDARD TERMS AND CONDITIONS

City shall 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.

- E. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

8. CONTRACT TERMINATION

- A. GRATUITIES:** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- B. CONDITIONS AND CAUSES FOR TERMINATION:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days 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 shall 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 Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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.

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



SECTION VI – STANDARD TERMS AND CONDITIONS

9. LEGAL WORKER REQUIREMENTS

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:

9.1 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 § 23-214, subsection A.

9.2 A breach of a warranty under paragraph A shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

9.3 The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 9.1.

10. BUSINESS WITH SUDAN AND IRAN

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

11. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a 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. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.



SECTION VII – SUBMITTAL OF OFFER

PROPOSER OFFER and SUBMITTAL (COMPLETE AND RETURN)

A. Please complete and submit:

One (1) Original plus six (6) printed copies, and one (1) electronic copy on CD of this entire Submittal Section, which includes:

- 1) The Pricing Schedule in this Section VII
- 2) Your narrative Response to the Evaluation Criteria as stated in Section IV (Evaluation Requirements) (“Technical Component”)
- 3) Offer
- 4) All other documents, if any, required by Section IV, Evaluation Requirements and this Section VII, Submittal of Offer
- 5) Any alternative terms, clearly separated and marked as such as an attachment to the Submittal
- 6) Any proprietary information clearly separated and marked as such as an attachment to the Submittal

B. Please submit only Section VII and any additional documents as requested above or in Section IV (Evaluation Requirements). Do not submit a copy of the entire RFP document. Your offer will remain in effect for a period of 120 calendar days from the proposal opening date and is irrevocable.



SECTION VII – SUBMITTAL OF OFFER

1. **PRICING:**

Note: Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. **For the purposes of determining the lowest cost, the City will not take tax into consideration.** Taxes, if any, must be listed as a separate item on all invoices.

“Include any billing rates and other charges for the services for which you will be compensated. The offered rate is intended to fully compensate Proposer for all services and shall be clearly defined. No additional expenses are allowed, including reproduction costs associated with the Services, travel, lodging, and meals, miscellaneous and other expenses related to the completion of the services.”

“Cost is a factor in awarding the contract, however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite technical score for each Proposer has been established the pricing score will be considered and additional points will be added to the technical score to determine the RFP total score. The maximum score for price will be assigned to the firm offering the lowest price and proportional scores will be assigned to the other firms.”

Item No.	Building	Monthly Fee – All inclusive
Public Works Department		
1.	Phoenix City Hall	
2.	Calvin C. Goode	
3.	305 Building	
4.	City Council Chambers	
5.	Personnel Building	
6.	Historic City Hall	
7.	Municipal Court House	
8.	Adams Street Garage	
9.	Channel 11 Office	
10.	ITD Office	
11.	438 Building	
12.	Glenrosa Service Center – Administration Building	
13.	Barrister Building	

Phoenix Convention Center		
1.	West Building	
2.	South Building	
3.	Symphony Hall	
4.	Herberger Theatre	
5.	Orpheum Theatre	
6.	North Building (Garage & Office)	
7.	North Convention Center	



SECTION VII – SUBMITTAL OF OFFER

Additional Required Services (Minor Modifications – caulking, install screening)	\$ _____ /Hour (Includes labor and materials)
Training Services	\$ _____ /Hour
Entomologist services (if requested)	\$ _____ /Hour
Purchase and installation of new trapping devices	
Large Wall-Mounted Fly Traps	\$ _____ Each
Small Wall-Mounted Fly Traps	\$ _____ Each
Monthly trap change out fee	\$ _____ For up to five (5) units
Additional trap change out fee	\$ _____ Each

All traps must be changed out monthly in one visit.

Building specific invoices shall be submitted and processed by the IPM Coordinator designated for the specific building.

2. TECHNICAL COMPONENT:

Provide in narrative form, and in sequence, in accordance with Section IV, Evaluation Requirements.



SECTION VII – SUBMITTAL OF OFFER

3. 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 this Request for Proposals and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

THE BELOW DATE IS A MANDATORY ENTRY.
PROPOSERS MUST BE AA COMPLIANT AT THE TIME OF PROPOSAL SUBMITTAL
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE

Enter Affirmative Action Compliance **Expiration Date**

Call 602-262-6790 to confirm Date,
registration procedures located at
<http://phoenix.gov/BUSINESS>

Proposer certifies that Proposer has read, understands, and will fully and faithfully comply with this Request for Proposals, any attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

It is duly organized, in existence, and in good standing under the laws of the State of _____, and it is authorized under Arizona's laws to do business as a _____ (i.e., Corporation, LLC, Partnership), in accordance with this Agreement in the State of Arizona.

Authorized Signature

Date

Printed Name and Title



SECTION VII – SUBMITTAL OF OFFER

4. PROPOSER'S CONTACT INFORMATION:

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

Website _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, and formal assignment procedure. Please also refer to the Assignment Provision, item 5.2 of Section VI - Standard Terms and Conditions.

Name _____

Address _____

City, State and Zip Code _____

5. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

6. CONTRACTOR LICENSING REQUIREMENTS

Proposers 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, Proposers should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a proposal. The Proposer certifies possession of the following license:



SECTION VII – SUBMITTAL OF OFFER

7. **CONTRACTOR**

Licensed Contractor's Name _____
Class _____
License Number _____
Expiration Date _____

8. **CUSTOMER REFERENCES**

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for integrated pest management.

Company Name _____
Contact Person _____
Address _____
Telephone No. _____
Email address _____
Description of Services provided _____

Company Name _____
Contact Person _____
Address _____
Telephone No. _____
Email address _____
Description of Services provided _____

Company Name _____
Contact Person _____
Address _____
Telephone No. _____
Email address _____
Description of Services provided _____



SECTION VII – SUBMITTAL OF OFFER

9. LIST OF CONTRACT ASSIGNED EMPLOYEES AND CREDENTIALS

IPM Program Technical Supervisor

Employee Name: _____

Telephone, cell, and/or pager number: _____

Number of years in the Pest Control Industry: _____

Number of years with your Company: _____

License, Certification and Credentials: _____

IPM Technicians

Employee Name: _____

Telephone, cell, and/or pager number: _____

Number of years in the Pest Control Industry: _____

Number of years with your Company: _____

License, Certification and Credentials: _____

Employee Name: _____

Telephone, cell, and/or pager number: _____

Number of years in the Pest Control Industry: _____

Number of years with your Company: _____

License, Certification and Credentials: _____

Employee Name: _____

Telephone, cell, and/or pager number: _____

Number of years in the Pest Control Industry: _____

Number of years with your Company: _____

License, Certification and Credentials: _____

Entomologist

Does your Company have an Entomologist on Staff? Yes _____ No _____

Name _____

License, Certification and Credentials: _____

If no, please provide the name and address of the consulting entomologist that your company uses:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

License, Certification and Credentials: _____



SECTION VII – SUBMITTAL OF OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell materials or services listed by the attached contract and based upon the Request for Proposal including all terms, conditions, specifications, amendments, and exhibits and the Contractor's Offer as accepted by the City.

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

CITY OF PHOENIX, a municipal corporation,
David Cavazos, City Manager

Neil Mann, Public Works Department Director

Awarded this _____ day of _____,
2010.

City Clerk

Approved as to form: _____
(Acting City Attorney)



SECTION VII – SUBMITTAL OF OFFER

SOLICITATION RESPONSE CHECK LIST

(NOT NECESSARY TO RETURN CHECKLIST WITH OFFER)

(For Proposer's Use Only)

In order for your response to be considered, your firm must be in compliance with the Phoenix City Code, Chapter 18, Article V pertaining to Affirmative Action Programs, prior to the solicitation opening due date. **Failure to comply with the reporting requirements of this ordinance will result in your response being rejected.**

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

- 1. The requirements of City of Phoenix Affirmation Action, Program, Phoenix City Code, Chapter 18, Article V have been met. Compliance forms are available at [ftp://www.phoenix.gov/pub/payf/attachb.pdf](http://www.phoenix.gov/pub/payf/attachb.pdf). If currently in compliance, do not resubmit forms.
- 2. All forms have been signed. All of Section VII – Submittals and required attachments are included. All contract terms have been read.
- 3. The prices offered have been reviewed. All blanks have been filled in. Section VII - the Pricing Schedule, Paragraph 1 and Technical Component, Paragraph 2 are included with the Proposal Response.
- 4. Narrative Portion of the Proposal (Technical Component) follows the sequence set forth in Section IV – Evaluation Requirements
- 5. The resume and other page limitations, if any, have been followed.
- 6. The insurance and bond and surety requirements, if any, have been reviewed to assure you are in compliance. Attach a Certificate of Insurance and other requested documents.
- 7. The specified number of copies of your offer has been included.
- 8. Any addenda have been signed and are included.
- 9. The mailing envelope has been addressed to:
City of Phoenix, Public Works Department
Contract Services Section, 4th Floor
Attn: Randy Boyle
101 South Central Avenue
Phoenix, Arizona 85004

The mailing envelope clearly shows:
Your company's name and address, the RFP Number, RFP Title, and the proposal opening date.
- 10. The response will be mailed in time to be received no later than 2:00 P.M., Phoenix time.
- 11. Request for Consideration of Alternate Terms, if needed, is included. See Section III, Instructions to Proposers, paragraph 10. If requested, the request must be submitted with the proposal either as a separate section of the proposal or as a separate attachment and must be titled as "Request for Consideration of Alternate Terms."