

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWEST AVIAN SOLUTIONS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and Southwest Avian Solutions, LLC, a(n) Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On May 1, 2018, under S.A.V.E Cooperative Purchasing Agreement, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Integrated Pest Control, Wildlife Relocation and Bird/Bat Management Requirements Contract, Contract No. 147194 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 1, 2018, until the date the contract expires on April 30, 2023. The term of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 30, 2023. There are no renewals.
2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for the entire term of the Agreement.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Linda Musser - Contract Monitor  
6210 W. Myrtle Ave, Suite 111  
Glendale, AZ 85301

And

Southwest Avian Solutions, LLC  
20118 N. 67<sup>th</sup> Ave, #300-122  
Glendale, AZ 85308  
swaviansolutions@cox.net

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

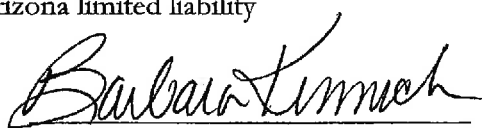
By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Southwest Avian Solutions, LLC,  
an Arizona limited liability

By:

  
\_\_\_\_\_  
Name: Barbara Kimmich  
Title: Owner

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWEST AVIAN SOLUTIONS, LLC**

**EXHIBIT A  
(THE CITY OF PHOENIX  
CONTRACT NO. 147194  
INTEGRATED PEST CONTROL, WILDLIFE RELOCATION AND BIRD/BAT  
MANAGEMENT REQUIREMENTS CONTRACT)**



**City of Phoenix**  
PURCHASING DIVISION

April 16, 2018

Barbara Kimmich  
Southwest Avian Solutions, LLC  
20118 N. 67<sup>th</sup> Avenue #300-122  
Glendale, AZ 85308

SUBJECT: AGREEMENT NO. 147194 / IFB 18-003  
TITLE: INTEGRATED PEST CONTROL, WILDLIFE RELOCATION AND BIRD/BAT  
MANAGEMENT – REQUIREMENTS CONTRACT

Congratulations! Your company has been awarded Group #4 of the subject agreement with the City of Phoenix for the period of **November 1, 2018 through April 30, 2023**. Your copy of the executed agreement is enclosed with this letter.

The Procurement Division is responsible for the administration of this Agreement, and we are looking forward to doing business with your firm.

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Edith Barrera".

Edith Barrera  
Contract Specialist II Lead

Enclosure

c: File: IFB 18-003



147194--0

**CITY OF PHOENIX**

**PROCUREMENT DIVISION**

**INVITATION FOR BID**

**IFB 18-003**

**Integrated Pest Control, Wildlife Relocation and Bird/Bat Management  
(Citywide)  
Requirements Contract**

**Edith Barrera  
Procurement Officer  
251 W. Washington Street, 8<sup>th</sup> Floor  
Phoenix, AZ 85003  
Phone: (602)495-7664  
Edith.Barrera@phoenix.gov**



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## SECTION I - INSTRUCTIONS

Please read before continuing to the offer document.

### SOLICITATION RESPONSE CHECK LIST

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

All forms have been completed and signed, including Solicitation Disclosure form.

All Submittals are included.

Reviewed and verified prices offered.

Checked price extensions and totals.

Included any required drawings or descriptive literature.

If required, checked and included the amount of the offer surety.

Reviewed the insurance requirements, if any, to assure compliance.

Included the specified number of copies of the offer as indicated in Submittal section.

Included signed addenda, if any.

Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.

The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.

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



**SECTION I - INSTRUCTIONS**

**SECTION I – INSTRUCTIONS**

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

1.1. The City of Phoenix invites sealed offers for **Citywide Integrated Pest Control, Wildlife Relocation and Bird/Bat Management** for a five-year period commencing on or about May 1, 2018, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

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

1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

**2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:**

Vendors must be registered in the City's procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

**3. SCHEDULE OF EVENTS:**

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference	Tuesday, November 14, 2017 at 1:00 PM
Pre-Offer Conference Location	City of Phoenix Finance Department Procurement Division 251 W. Washington Street, 8 <sup>th</sup> Floor Room 854 Phoenix, AZ 85003
Written Inquiries Due Date	Friday, November 17, 2017 by 2:00 PM
Offer Due Date	Friday, December 1, 2017 by 2:00 PM
Offer Submittal Location	City of Phoenix Finance Department Procurement Division 251 W. Washington Street, 8 <sup>th</sup> Floor Phoenix, AZ 85003



## SECTION I - INSTRUCTIONS

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

### 4. PREPARATION OF OFFER:

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



## SECTION I - INSTRUCTIONS

the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

- 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. **EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

6. **INQUIRIES:**

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

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

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

7. **ADDENDA:**

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions,



## SECTION I - INSTRUCTIONS

plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

**8. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8<sup>th</sup> Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

**9. BUSINESS IN ARIZONA:**

The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

**10. LICENSES:**

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

**11. CERTIFICATION:**

By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

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



## SECTION I - INSTRUCTIONS

### 12. SUBMISSION OF OFFER:

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

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

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

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

### 13. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

### 14. OFFER RESULTS:

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

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

### 15. AWARD OF CONTRACT:

15.1. Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible Offeror(s) who are regularly established in the



## SECTION I - INSTRUCTIONS

service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

**15.1. Factors that will be considered by the City include:**

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

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

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

**16. SOLICITATION TRANSPARENCY POLICY:**

- 16.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.**



## SECTION I - INSTRUCTIONS

- 16.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the procurement officer.
- 16.3. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 16.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 16.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 16.6. "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.



## SECTION I - INSTRUCTIONS

### 17. PROTEST PROCESS:

- 17.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 17.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 17.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 17.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 17.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
  - Identification of the solicitation number;
  - The name, address and telephone number of the protester;
  - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - The form of relief requested; and
  - The signature of the protester or its authorized representative.
- 17.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in



## SECTION I - INSTRUCTIONS

accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

### **18. PUBLIC RECORD:**

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

### **19. LATE OFFERS:**

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

### **20. RIGHT TO DISQUALIFY:**

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission



## SECTION I - INSTRUCTIONS

of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

**21. CONTRACT AWARD:**

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

**22. EQUAL LOW OFFER:**

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

**23. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

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

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

**Responsibility:** To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.



## SECTION II – STANDARD TERMS AND CONDITIONS

### SECTION II – STANDARD TERMS AND CONDITIONS

#### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

<b>Will, Must</b>	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
<b>May</b>	Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

<b>"A.R.S."</b>	Arizona Revised Statute
<b>"Procurement Officer"</b>	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.
<b>"City"</b>	The City of Phoenix
<b>"Contractor"</b>	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
<b>"Contract" or "Agreement"</b>	The legal agreement executed between the City of Phoenix, AZ and the Offeror.
<b>"Days"</b>	Means calendar days unless otherwise specified.
<b>"Deputy Finance Director" or "Department"</b>	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



## SECTION II – STANDARD TERMS AND CONDITIONS

Director” “Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor” or “Seller”	A seller of goods or services.

### 2. CONTRACT INTERPRETATION:

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



## SECTION II – STANDARD TERMS AND CONDITIONS

- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- 2.2.1.** Special terms and conditions
  - 2.2.2.** Standard terms and conditions
  - 2.2.3.** Amendments
  - 2.2.4.** Statement or scope of work
  - 2.2.5.** Specifications
  - 2.2.6.** Attachments
  - 2.2.7.** Exhibits
  - 2.2.8.** Instructions to Contractors
  - 2.2.9.** Other documents referenced or included in the Invitation for Offer
- 2.3. ORGANIZATION: EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and



## SECTION II – STANDARD TERMS AND CONDITIONS

exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. **RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

### 3.2. CONFIDENTIALITY AND DATA SECURITY:

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor 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.

3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.

3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.

3.3. **DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

3.3.1. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair



## SECTION II – STANDARD TERMS AND CONDITIONS

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

**3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**3.4.1. For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor



## SECTION II – STANDARD TERMS AND CONDITIONS

agreements or subleases of this agreement entered into by supplier/lessee.

**3.4.2. For a Contractor with *more than 35 employees*:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

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



## SECTION II – STANDARD TERMS AND CONDITIONS

- 3.5. LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
- 3.5.1.** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
  - 3.5.2.** A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
  - 3.5.3.** The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 3.6. LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.7. ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Department Director, and the City will not unreasonably withhold permission.
- 3.8. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.
- 3.9.1.** Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
  - 3.9.2.** A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.



## SECTION II – STANDARD TERMS AND CONDITIONS

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- 3.10. COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- 3.12. NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 3.13. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.



## SECTION II – STANDARD TERMS AND CONDITIONS

- 3.14. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 3.15. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
4. **COSTS AND PAYMENTS:**
- 4.1. **GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6. **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which



## SECTION II – STANDARD TERMS AND CONDITIONS

ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

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

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

### 5. CONTRACT CHANGES:

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

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

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

5.4. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods



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of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Department Director or delegate prior to the institution of the change.

### 6. RISK OF LOSS AND LIABILITY:

**6.1. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

**6.2. ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

**6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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



## SECTION II – STANDARD TERMS AND CONDITIONS

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

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

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

**6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

### **7. CITY'S CONTRACTUAL RIGHTS:**

**7.1. RIGHT OF 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 days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

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



## SECTION II – STANDARD TERMS AND CONDITIONS

- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 8. CONTRACT TERMINATION:

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

### 8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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



## SECTION II – STANDARD TERMS AND CONDITIONS

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or fails to give the City a positive indication that Contractor will or can perform to the requirements of the contract.

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

**9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:** In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

**10. TAX INDEMNIFICATION:** Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**11. TAX RESPONSIBILITY QUALIFICATION:** Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona



## SECTION II – STANDARD TERMS AND CONDITIONS

statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.



## SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB)DELIVERED:** Prices quoted will be FOB destination and delivered, as required, to the following point(s): Various locations throughout the City of Phoenix.
2. **PRICE:** All prices submitted will be firm and fixed for the first three (3) years of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of requested adjustment. Requests will be accompanied with written documentation from the manufacturer, CPI, etc., confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City's written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.
3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
4. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number,
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Invoice number and date.
  - Requesting department name and "ship-to" address.
  - Payment terms.
  - FOB terms.
  - Remit to address
5. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period.
6. **PARTIAL PAYMENTS:** Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.



## SECTION III – SPECIAL TERMS AND CONDITIONS

9. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

10. **VENDOR PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
11. **PROCUREMENT REPORTS:** Contractor will submit quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. These reports are due by the last day of the month following the quarter. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
12. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under this contract will be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and will perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
13. **POST AWARD CONFERENCE:** A post award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.



### SECTION III – SPECIAL TERMS AND CONDITIONS

14. **SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

15. **PERFORMANCE INTERFERENCE:** Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: As specified by the City Department Contract Representative (CDCR) or designee.

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

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

17. **HOURS OF WORK:** All work under this contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City's Department Contact.

18. **TYPES OF WORK SUPERVISION:** The Contractor will provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with management personnel.

19. **SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications will be used for the purpose of facilitating descriptions of the item or process and will be followed by the words "or equal." The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Contractor must



## SECTION III – SPECIAL TERMS AND CONDITIONS

furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

20. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director or delegate was not received prior to the Contractor's performance.
21. **CONTRACTOR AND SUB CONTRACTOR WORKERS BACKGROUND SCREENING:** Contractor agrees that all Contractor and sub Contractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will 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 will 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 the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its contract workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
22. **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 **Maximum Risk Level**.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### 22.1. Minimum Risk Level

A minimum risk background screening will be performed when the contract worker:

- will not have direct access to City facilities or information systems; or
  - will not work with vulnerable adults or children; or
  - when access to City facilities is escorted by City's workers.
- The background screening for minimum risk will consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

### 22.2. Standard Risk Level

A standard risk background screening will be performed when the contract worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level will include the background screening required for the minimum risk level and a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the contract worker's proposed date of hire.

### 22.3. Maximum Risk Level

A maximum risk background screening will be performed when the contract worker's work assignment will:

- have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- have unescorted access to City data centers, money rooms, or high-value equipment rooms; or have access to private residences; or
- have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level will include the background screening required for the standard risk level, plus a sexual



## SECTION III – SPECIAL TERMS AND CONDITIONS

offender search, a credit check, and driving record search for the preceding seven years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

**22.4. 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 and standard risk background screening as required. In addition, for maximum risk background screening, Contractor will furnish to Procurement Officer or designee for the City's review and approval of 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 will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by Contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

**22.5. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS**

Contractor will 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.

**22.6. 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 will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the



### SECTION III – SPECIAL TERMS AND CONDITIONS

disqualifications of a contract worker by Contractor or the City for failure to satisfy this section.

**22.7. CONTINUING DUTY; AUDIT**

Contractor's obligations and requirements that contract workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

**22.8. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY**

**ACCESS REQUIREMENT:** A CONTRACT WORKER WILL 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.

**22.9. 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



## SECTION III – SPECIAL TERMS AND CONDITIONS

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.

**22.10. KEY ACCESS PROCEDURES:** If the Contractor 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 and the completed form will be submitted to the badging office at the address above.

**22.11. STOLEN OR LOST BADGES OR KEYS:** Contractor will 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 will be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

**22.12. RETURN OF BADGE 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 business day (excluding weekends and City holidays) of when the contract worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the Contractor worker's services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

**22.13. CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH:** Contractor's default under this section will include, but is not limited to, the following:

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



## SECTION III – SPECIAL TERMS AND CONDITIONS

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

**22.15. 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

**23. PRODUCT DISCONTINUANCE:** The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor will request permission to substitute a new product or model and provide the following:



## SECTION III – SPECIAL TERMS AND CONDITIONS

- 23.1. A formal announcement from the manufacturer that the product or model has been discontinued.
- 23.2. Documentation from the manufacturer that names the replacement product or model.
- 23.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- 23.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 23.5. Documentation from the manufacturer confirming the price for the replacement item.

The Deputy Finance Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

24. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate as the site contact.
25. **AUTHORIZED PESTICIDES:** Pest control shall be managed through prevention; physical and mechanical methods, and with pesticides only when necessary buyers shall implement the principles of Integrated Pest Management (IPM) to the extent possible. Contractors will use the least toxic pest control substance required to be effective.

Contractor shall submit for approval a list of chemical pesticides to be applied by:

- trade name
- EPA registration number and
- category (includes herbicides, insecticides, rodenticides, etc.) and
- label signal word (i.e. caution, warning, or danger) and
- shall provide the same information prior to using any other product not originally submitted and approved by the City for use prior during the term.

Pesticides must be EPA-registered or exempt from registration under section 25b of the Federal Insecticide and Rodenticide Act (FIFRA) at the time of submittal. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application. All pesticides must be registered for use by the Arizona Department of Agriculture. All 25b FIFRA exempt products must follow the same registration process in Arizona. Only FIFRA approved pesticides for aquatic applications may be used in any area within or adjacent to a Waters of the United



### SECTION III – SPECIAL TERMS AND CONDITIONS

States. Compliance with all aspects of the Arizona Department of Environmental Quality (ADEQ) Pesticide General Permit for application of pesticides and herbicides to a Water of the U.S. is required.

EPA Toxicity Class I pesticides shall be reviewed for the least toxic effective alternative prior to purchase. Contractors shall review the Groundwater Protection List prior to pesticide purchase; when available, alternative pesticides that are not on the Groundwater Protection List and meet the same need shall be used. It is the contractor's responsibility to ensure compliance with all Groundwater Protection List reporting requirements under their license for pesticides applied.

26. The City maintains the right to request that contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or submittal instructions.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**1. INDEMNIFICATION CLAUSE:**

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( "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) ( "Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**2. INSURANCE REQUIREMENTS:**

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

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

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



**SECTION IV – INSURANCE AND INDEMNIFICATION**

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

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

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

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

**2.1.2. Automobile Liability**

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

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

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

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

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

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



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
4. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to IFB 18-041 Attention: Edith Barrera or Procurement Officer of Record, 251 W. Washington Street, 8th Floor, Phoenix, AZ 85003.
5. **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.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract must be sent directly to IFB 18-041 Attention: Edith Barrera or Procurement Officer of Record, 251 W. Washington Street, 8<sup>th</sup> Floor, Phoenix, AZ 85003. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**
7. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for



**SECTION IV – INSURANCE AND INDEMNIFICATION**

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subcontractors must be subject to the minimum requirements identified above.

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



**SECTION V – SCOPE**

**1. SCOPE**

Contractor shall provide all labor, materials, services, skills, supervision, and necessary tools and equipment to provide Integrated Pest Management (IPM), Wildlife Relocation and Management of Birds and Bat Services at various City of Phoenix locations. Service shall include the following categories:

- 1.1 Integrated Pest Management (IPM)
- 1.2 General Pest Control – Treat and Confirm Control
- 1.3 German Cockroach Treatment
- 1.4 Mosquito Treatment
- 1.5 Rodent Control
- 1.6 Bed Bug Inspection and Treatment
- 1.7 Bee, Wasp, and Hornet Removal
- 1.8 Termite Inspection and Control
- 1.9 Pocket Gopher and Ground Squirrel Control
- 1.10 Bird and Bat Management

**2. INTEGRATED PEST MANAGEMENT (IPM)**

Contractor shall provide training, labor, equipment, materials, and supplies to implement an Integrated Pest Management (IPM) program at select City of Phoenix facilities. The IPM program specified is intended to suppress the population of all pests, including insects, rodents, and relocation of reptiles, birds, snakes, and other wildlife animals. The Contractor will inspect facilities both inside and outside, within facility boundaries; meet with staff; monitor and trap pests; provide detailed structural and procedural recommendations to achieve pest suppression and relocation; apply pesticides or recommended treatment 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.

2.1 Contractor shall implement an IPM program to achieve long-term, environmentally sound pest suppression, and prevention using a wide variety of technological and management practices. IPM Control strategies shall include:

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



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

### 2.2 Integrated Pest Management (IPM) Plan Contents

The Integrated Pest Management Plan shall consist of, but not limited to the following:

#### 2.2.1 Methods for Monitoring and Detection

Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

#### 2.2.2 Description of any Structural or Operational Changes

For any Structural or Operational changes that would facilitate the Pest Control effort, Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

#### 2.2.3 Management Objectives

For Residential Units, Management objectives are to Identify key pests to be controlled, level of control desired (thresholds), and areas of the facility requiring special attention. Include a clear understanding of all guarantees, exclusions, and limitations, including the definitions of high-, medium-, and low infestations. Contractor must adhere to HUD's Guidance on IPM (PIH Notice 2011-22), found at <http://www.stoppests.org/stoppests/assets/File/IPM-Guide-for-Affordable-Housing.pdf>.

#### 2.2.4 Description of IPM methods and products

Contractor shall summarize non-chemical IPM methods proposed and choose pest management strategies that are:

- 2.2.4.1 Least disruptive of natural controls;
- 2.2.4.2 Least hazardous to human health;
- 2.2.4.3 Least toxic to nontarget organisms;
- 2.2.4.4 Least damaging to the environment;
- 2.2.4.5 Most likely to produce a permanent reduction of the pest population;
- 2.2.4.6 Easiest to carry out effectively; and
- 2.2.4.7 Most cost-effective over the short and long-term.

#### 2.2.5 Record-keeping system

Contractor shall describe data to be collected and provide a sample monitoring form designed to track data on pest location, populations, harborage, trends in pest populations, status of previously suggested pest



## SECTION V – SCOPE OF WORK

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exclusion, and prevention measures for which facility staff are responsible, and other relevant information.

### 2.2.6 Education and training activities

Contractor is encouraged to recommend education and training activities for facility staff that would increase their support for IPM activities.

### 2.2.7 Service Units

Treatments should be scaled to the type and level of infestation.

**2.2.7.1 Focus units:** Units that are infested (henceforth referred to as Focus Units) shall be serviced at least monthly until the infestation is gone. Once pest-free, the focus unit will be removed from the monthly service list and inspected routinely. CDR is to coordinate schedule with Contractor.

**2.2.7.2 Residential Unit turnover service:** Contractor shall conduct intensive inspection and necessary treatment as requested by the PHA when units are prepared for occupancy. Typically, these units will be existing units changing residents. They may also be new units added to the scope of the contract. A unit is treated at unit turnover only if evidence of pest infestation is found.

**2.2.7.3 Routine inspection:** Contractor shall conduct regularly scheduled inspections for pests, set out or collect monitoring traps, and treat units for pests as needed. Sticky trap monitors shall be placed in all common areas and checked/replaced at each routine service. Schedule routine inspections in order for Contractor to visit each unit twice a year, using the same Pest Management Professional when possible.

**2.2.7.4 Call-back service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the PHA. Call-back service required by the PHA due to contractor negligence will be at no charge.

**2.2.7.5 Special services** are those that require special skills, training, or licensing, and may utilize subcontractors for whose work the Contractor shall be accountable. Contractor should list pests or situations for which a subcontractor will be hired.

**2.2.7.6** Regardless of service type, at each visit, the Contractor must complete and leave a service ticket detailing what was found and done in each unit and area. When needed or appropriate,



## SECTION V – SCOPE OF WORK

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Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

### 3. GENERAL PEST CONTROL

Contractor Pest Control Services shall include prevention, elimination, monitoring, and control of structural pests. Structural Pest Control Services to include, but not limited to, cockroaches, gnats, weevils, ants, silverfish, crickets, scorpions, carpet beetles, flies, moths, mites, fleas, ticks, and of spiders (including Black Widow and Brown Recluse) in/out of webs and clean-up of spider webs.

Contractor shall minimize the use of synthetic pesticides where possible. Pesticides shall be used to control methods when mechanical, biological, and other non-chemical methods are not adequate to maintain pests. Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. Contractor shall not apply pesticides inside or outside unless visual inspection or a monitoring device indicates the presence of pests in that specific area. Contractor must provide detailed plans; listing the rationale for the treatment and the methods of application. List EPA-approved and Arizona Department of Agriculture registered pesticide products proposed for use in the program together with the rationale, proposed methods of use, and methods planned to minimize exposure. For each pesticide, list the product name, registration number, pests targeted, and where pesticide will be applied (e.g., indoors, in wall voids, or outside).

#### 3.1 Alternatives that minimize risk should include:

- 3.1.1 The use of gel pesticide formulations to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas or fogging spaces.
- 3.1.2 The use of containerized bait for cockroaches, rather than sprays, wherever appropriate. Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- 3.1.3 Where appropriate, glue traps shall be employed to monitor cockroaches or other pest populations in selected areas.
- 3.1.4 Portable vacuums or other methods rather than pesticide sprays shall be the standard method for cleanout of cockroach infestations, for swarming (winged) ants, and for control of spiders in webs.

Areas beyond locked or closed doors or otherwise restricted areas are included. Unless otherwise notified by the CDCR or designee, the pest



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control technician shall open any and all closed doors and request admittance to locked or restricted areas.

**3.2** Unless otherwise specified in this contract, the required response time is 24 hours. Response time means a representative of Contractor is on-site at the location requesting service. CDCR or designee may specify a longer response time at its sole option.

**3.3** Fogging Application  
Pesticide fogs and sprays (including mists and ultralow volume applications) will be restricted to unique situations where no alternative measures are practical. At City's request, Contractor shall treat and control general pests by fogging application.

### **4. German Cockroach Management**

Contractor shall treat and control German Cockroaches on an as needed basis. The CDCR will provide the Contractor the square footage of the location requiring German Cockroach Management. German Cockroaches may be prevented or eliminated using General Pest Control methods, however, the methods specified herein may be requested when the City requires additional German Cockroach Management. Service for Cockroaches should be a minimum of three treatments 7-10 days apart using the appropriate techniques requested by the CDCR.

#### **4.1 Monitor and Inspect**

Contractor shall complete a whole building inspection prior to beginning services. Whole building assessments shall include the set-up and collection of sticky traps. Sticky monitoring traps may be used in common areas. The traps are placed in strategic locations within the units (in kitchen areas against a wall or in a corner under the sink and/or under/besides the refrigerator). Contractor shall leave traps in place for three weeks.

**4.2** Contractor will use the baits listed below only or what is requested by the CDCR or designee. Two of the baits below will be used when baiting. This will rotate every 6 months. Bait will be applied in places that are inconspicuous. When the new cycle of baits is introduced, Contractor shall remove the old bait.

#### **Acceptable Baits**

**4.2.1** Vendetta (abamectin)

**4.2.2** InVict (imidacloprid)

**4.2.3** Advion Roach Gel (indoxacarb)

**4.2.4** Advance Cockroach Gel Bait (dinotefuran)



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**4.2.5** Maxforce Impact Roach Gel Bait (Clothianidin)

**4.2.6** InTice Roach Bait (boric acid)

**5. Mosquito Treatment**

Contractor shall provide all labor, materials, licensing, and documentation necessary to inspect, control, and abate mosquitoes in and around residential, commercial, parks and open spaces. Treatment to include application of adulticide, larvicide and fog.

**6. Rodent Control**

As a general rule, Contractor shall control rodents inside buildings only with trapping devices and bait boxes. Contractor shall be responsible for disposing of all trapped pests and all pest carcasses in an appropriate and timely manner.

Trapping devices to consist of Bait Boxes for rodents. Contractor shall supply all bait boxes and traps, which includes all costs to utilize, set, and retrieve boxes. Contractor will check, monitor, and re-bait stations and traps at a frequency schedule approved by the CDCR or designee.

All bait boxes shall be maintained in accordance with Environmental Protection Agency (EPA) regulations, with an emphasis on the safety of non-target organisms. Contractor shall adhere to the following:

- 6.1 All bait boxes shall be placed and concealed out of the general view and in protected areas so as to not be affected by routine cleaning and other operations.
- 6.2 For bait boxes in concealed locations, Contractor shall clearly mark outside of wall or ceiling with colored tape or marking to identify location of bait boxes and traps. Contractor shall remove marking when trap and carcasses are removed.
- 6.3 The lids of all bait boxes shall be securely locked or fastened shut.
- 6.4 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.
- 6.5 Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- 6.6 All bait boxes shall be labeled on the inside with Contractor's business name and address, and dated by Contractor's technician at the time of installation and each service.

In exceptional circumstances, when rodenticides are deemed essential for adequate pest control inside buildings, Contractor shall obtain approval from the CDCR or designee, 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



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tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of pest burrows wherever feasible.

### 7. **Bed Bug Inspection and Treatment**

Contractor shall provide all labor, materials, licensing, and documentation necessary to perform preventative, inspection, treatment, and follow-up services for the elimination of bed bugs.

- 7.1** Inspection: Upon suspicion of bedbug exposure or presence, Contractor shall visit the site for a thorough visual inspection to determine if there is evidence of exposure or infestation. Unit(s) will be inspected for Bed Bugs prior to treatments. Contractor will provide monitoring devices for the confirmation of bed bugs. This will not be necessary if obvious signs of live bed bugs can be seen visually.

At CDCR request, contractor shall provide a canine scent detection service that provides a thorough inspection for the presence of bed bugs through detection of the pheromones of live bedbugs. This inspection shall be able to pin point the exact location of the bed bugs in order to treat specific areas and avoid requirement to treat an entire location for an isolated infested area.

- 7.2** Treatment Service: Upon evidence of exposure of infestation, Contractor shall immediately treat the area to remediate the bedbug infestation and a follow-up inspection shall be scheduled with the CDCR. Contractor shall respond within 12 hours after CDCR call.

- 7.3** For housing unit(s), Contractor shall spray in blocks and have a three treatment cycle. Service for Bed Bugs should be a minimum of three treatments 7-10 days apart using the appropriate techniques requested by the Department. After the third treatment cycle is complete, Contractor shall complete an assessment and document progress.

- 7.3.1** Transport and Temprid are ideal and can be used on mattresses and furniture. Applications are focused on bed bug harborage zones (along seams, folds, edges and crevices of mattresses, box springs, bed frames and headboards; along and beneath baseboards and molding; along seams, folds and crevices of upholstered furniture; at ceiling-wall junctures; and behind wall-mounted items). Contractor will move furniture and vacuum as needed Bed Bug harborage zones within reason.



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**7.3.2** The removal of wall plates, switch covers, access panels and underneath enclosed areas must be treated with CimeXa or Alpine Dust.

**7.3.3** Contractor shall be able to provide mattress and box spring covers specific for the control of bed bugs as needed.

**7.3.4** Heat Treatment shall be required, as needed, for routine and emergency situations.

**8. Bee, Wasp, and Hornet Removal**

The City's preference is the safe removal of bees, wasps, and hornets, along with the honey and comb of bees. Contractor shall be responsible for all labor, material, equipment, and services necessary to complete work involved in the removal of all bees, wasps, and hornets for elevated (up to 40 feet high) and non-elevated work.

Any group of buildings within a compound, or larger buildings, must be serviced in their entirety with a continuous 48-hour period. Any exterior attachment to a building such as gutters and overhangs shall be sprayed for wasps and hornets.

**8.1** Contractor must have safety warning devices in the event any of the specific job involves working in streets.

**8.2** Contractor shall seal entryway location(s) in any structure or building after removal of bees, wasps, and hornets.

**8.3** Response Time:

<b>EVENT</b>	<b>RESPONSE REQUIREMENT</b>
Removal of Bees, Wasps, and Hornets <b>(Non-Emergency)</b>	Contractor shall respond to and commence removal within 8 business hours of notification or agreed upon schedule with the department.
Removal of Bees, Wasps, and Hornets <b>(Emergency)</b>	Contractor shall respond to and commence removal within one hour of notification by department.

**9. Termite Inspection and Control**

Services for termites may be requested anywhere in the City. Exhibit B lists locations potentially requiring termite control. Contractor shall include all labor, material, equipment, and services necessary to complete work involved in the inspection and treatment of termites.



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If termite infestation is identified either by the City or by Contractor, Contractor shall prepare a statement of work detailing a termite control treatment program, including, but not limited to proposed method(s) of treatment, chemical(s) recommended and Safety Data Sheet (SDS) covering each chemical, areas to be treated, cost, and written guarantee of results of termite control.

- 9.1 Contractor guarantees effectiveness of the treatment for a period of one year.
- 9.2 Contractor shall be responsible for any damage and/or injury incurred by the chemicals used.
- 9.3 The city expressly reserves the right to request re-treatment should termite infestation be experienced during the guarantee period. Re-treatment must be performed within seven working days following notification at no charge to the city.
- 9.4 Inspection charges shall be valid unless Contractor notified CDCR or designee at time of call if inspection that charges may be charged.
- 9.5 Termite Warranties should be per site not per Unit. Warranties should be for a year or more if possible. One site can have multiple units.

### 10. Pocket Gophers and Ground Squirrel Control

- 10.1 Gophers (G) and Ground Squirrel (GS) control is expected to be predominantly in the City's Parks, although such services may be requested in any area gophers and ground squirrels are present. Exhibit C indicates the predominate species in each park and the City's preferential treatment methods for each. Exhibit C lists locations potentially requiring services.
- 10.2 Fumigation (F) refers to the use of Aluminum Phosphide tablets or pellets; or equivalent. Use of Aluminum Phosphide is permissible only if applied by a licensed applicator in accordance with the product label and does not pose a threat to park users or staff. It is in the sole discretion of the City to evaluate and determine if an equivalent will meet the needs of the Department. Contractor shall receive Department specific approval prior to use.
- 10.3 Baiting (B) refers to the use after the application of bait and/or Fumitoxin, Contractor's technician shall cover any entry locations treated. This shall be used as an indicator that an area has been treated and allow city personnel to monitor for new activity.



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In the event bait boxes are used, Contractor shall comply with the following:

**10.3.1** All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

**10.3.2** The lids of all bait boxes shall be securely locked or fastened shut.

**10.3.3** All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.

**10.3.4** Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

**10.3.5** All bait boxes shall be labeled on the inside with Contractor's business name and address, and dated by Contractor's technician at the time of installation and each service.

### 11. **Bird and Bat Management**

Contractor to provide all labor, equipment, and materials required for Bird (Pigeon) and Bat Control management at various City of Phoenix locations, on an "as needed" basis.

**11.1** Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and any other safety/traffic control required to protect its employees, the employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of Contractor's employees and the public is of prime concern to the city, and Contractor must take all necessary steps to assure proper safety during the performance of Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

**11.2** Spikes: Stainless steel spikes and plastic spikes shall include all mounting hardware/glue necessary for installation and be warranted for a minimum of five (5) years from date of installation.

**11.3** Netting: Bird netting shall have two (2) inch openings and shall be either stone, white, or black in coloring depending on the location and the Department's request. All netting shall be warranted for a minimum of five (5) years from date of installation.

**11.4** Shock System: Shock system should comply with all federal and state regulations. Instructions on how to use the equipment should be provided to the City. All shock system components shall be warranted for a minimum of five (5) years from installation. The power supply shall be



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able to power the lengths of wire; solar powered shall support 300 feet, and 110 volt shall support 500 to 600 feet.

- 11.5 Bird Repellent Haze System:** Contractor shall include all mounting, hardware, and installation required for completion of a bird repellent haze system. The repellent haze system shall contain a Menthyl Anthranilate repellent. Contractor shall use all methods that are environmentally friendly, ecologically safe to ensure that only humane bird control is practiced, and harmless to birds, animals, and people. The system shall not be set-up in such a way to impede or interfere with existing electronic or electrical systems.
- 11.6 Live Trapping:** The price for Live trapping shall be per month and should include the removal of pigeons at least every other day. During working hours Monday – Friday, at no time shall the traps be allowed to be left for more than forty-eight (48) hours without the removal of pigeons. Prior to the weekend, the traps shall be inspected the Friday before and the following Monday. If needed, the Departments will coordinate weekend scheduling for removal of pigeons during the weekend.
- 11.7 Clean-up:** Contractor shall provide clean-up services for the removal of pigeon fecal matter in public areas, nesting, debris, and the removal of pigeon carcasses from public view, including exterior stairwells and rooftop areas. Contractor shall clean contaminated areas with methods including microbial sterilization, sanitizing, and odor control. At the request of CDCR or designee, Contractor may be asked for regular clean-up. Clean-up is an included service included in the Contractor's Service Rate.
- 11.8 All bats in Arizona are protected and cannot be collected or killed.** Proper exclusions may be performed where necessary. It is unlawful to use pesticides or other chemicals directly on bats. Contractor shall use all bat removal methods that are environmentally friendly and ecologically safe to ensure that only humane bat control is practiced. Contractor shall handle bats per Game and Fish permit and requirements.
- 11.9 Workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services.** Contractor will follow all State and Federal laws pertaining to the removal and elimination of all bird and bat species.
- 11.10 All work shall be executed by personnel skilled in their respective lines of**



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work. Technicians shall be trained and knowledgeable in bat removal techniques including bat trapping, bat proofing, bat exclusion, and bat netting.

11.11 Response time for bat removal in City public buildings/areas should be within the two (2) hours.

### 12. SERVICE LEVEL OPTIONS

12.1 One-Time. For this service level option, Contractor will not be responsible to service the location on a regular basis, but only as requested by the CDCR as-needed and determined by the Department.

12.2 Monthly. For this service level option, Contractor shall service the location on an agreed upon pre-set schedule for a 12 month period. The CDCR or designee will only need to call Contractor for such things as re-treatments, schedule revisions or for treatment of a pest category not previously set on a month-to-month basis. Frequency of service, in most cases, will be once per month. However, the City reserves the right to modify the schedule to either increase or decrease frequency of service, as necessary.

### 13. WORKMANSHIP

Contractor shall comply fully with all federal, state, county, and local entity laws, regulations, status, rules, and codes. Offerors must also offer proof that no citations have been issued by City, County, or States Agencies, U.S. Game and Fish, Animal Control, and/or Human Societies.

The term "satisfactory service" shall be defined as satisfactory to the City. Cause for termination for unsatisfactory service shall be determined by excessive reports of insect, rodent infestation which is not brought under control in a reasonable length of time after being called to the attention of Contractor. Unsatisfactory service may also include careless handling and application of pesticides, failure to advise the CDCR or designee of problems in need of correction, or any situation which is not in the best interest of health and sanitation. City of Phoenix shall retain the option to collect samples of chemicals for random testing. This will ensure Contractor is applying the appropriate chemicals required by the City of Phoenix.

Contractor shall meet all performance standards set forth in this solicitation. Contractor shall warrant that all work performed hereunder complies with customary, reasonable and prudent standards of performance in the industry and shall perform all services in a professional manner.



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### 14. LOCATIONS

Contractor understands the buildings listed in this solicitation are not comprehensive of all City of Phoenix buildings requiring pest control services. Contractor shall service any City locations requesting service. Contractual work will be ordered as needed; costs for services must be consistent with the contract prices. Please reference Exhibit A for a list of General Pest Locations, Exhibit B for list of Termite Locations, and Exhibit C for list of potential Ground Squirrel and Pocket Gopher Locations.

The City may request General Pest control services for any building, which shall also include outside areas. Contractor may be required to service areas up to property boundaries.

Contractor shall service all areas of the City upon request, including parks, washes, operating yards, preserves, trails, and mountain preserves. Contractor is aware that terrain in these natural areas varies from marsh areas to steep rocky mountainous areas. Various trail heads on the preserves are located around all main park areas and that specific addresses for these will be given upon service calls. All preserve areas will require hiking to access the affected sites; vehicle access in most cases is impossible. Some preserve service calls will take upwards of three hours just to enable access to the affected sites.

### 15. GENERAL REQUIREMENTS

**15.1 General.** Contractor shall meet with the CDCR or designee to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, administering and scheduling work, safety practices and contract administration. At this meeting, Contractor shall provide any site instructions and suggested treatment options available for review and approval by the CDCR or designee.

**15.2** Contractor shall begin with a property-wide inspection and monitoring, using both monitoring devices and visual inspection. Contractor shall use the monitoring results to design an IPM and/or Pest Control plan for the property.

**15.3 Materials and Equipment for Service.** Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticides to be used and brand names of pesticide application equipment, rodent bait boxes, insect, and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide services. Contractor's technician must have in his/her possession and available for review by



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building user, SDS for any and all chemicals being used to treat the facilities.

- 15.4** Prior to the pest control application or thereafter, City reserves the right to require the collection of physical sample to verify the pest control application applied and percentage. When such collection is required, City will work with Contractor to perform the collection as unobtrusively and safely as possible.
- 15.5** Commercial Pesticide Applicator Certificates or Licenses  
Contractor shall provide photocopies of State issued Commercial Pesticide Applicator Certificates or Licenses of every Contractor employee who will be performing on-site service under this contract. Throughout the term of this contract, all Contractor personnel providing on-site pest control service must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Applicators must be certified to use restricted use pesticides as governed by the Arizona State Structural Pest Control Board and have the proper certification and training for chemical application including residual dust and baits.
- 15.5.1** Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.
- 15.5.2** Contractor shall comply with all aspects of the Arizona Department of Environmental Quality (ADEQ) Pesticide General Permit for application of pesticides and herbicides to a water of the U.S., including maintaining the required records and making them available to the City upon request. Contractor shall also promptly notify the City of any spills, leaks, or adverse incidents as defined in this General Permit and any corrective action taken as a result.
- 15.5.3** Contractor shall provide copies of all Licenses and Permits to perform the services within the scope of work at time of submission of bid.
- 15.6** Communication and accountability system  
Contractor shall designate contact people at the contractor's company, primary point of contact, and applicators/technicians assigned to provide service to the City and complete designated pest activity log book(s) at the facility. Contractor shall also supply telephone numbers of Contractor's supervising staff. The CDCR or designee will identify contacts for each location.



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### 15.5 Schedule of service

Contractor shall coordinate all services with the CDCR or designee. Contractor shall describe the expected schedule, weekly, monthly, annual, frequency of Contractor visits, specific day(s) of the week of Contractor visits, and duration of service visits required to meet management objectives.

**15.5.1** The City of Phoenix normal business hours are considered Monday through Friday 7:00 AM to 5:00 PM. After hours are considered outside the normal business hours of Monday through Friday 7:00 AM – 5:00 PM.

**15.5.2** All work at Housing properties under this contract should be performed between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays and should not interfere with daily PHA or City operations.

**15.5.3** Advance Notice and Closeout. For month-to-month service, one week before the end of each month, Contractor must confirm with the CDCR or designee the monthly service schedule listing the exact dates that each facility will be treated. Additionally, pest control technicians shall contact the designated CDCR or designee two (2) days in advance of service to confirm scheduling.

**15.5.4** Pest control operators must report to the CDCR or designee BEFORE any work is started. The treatment at some facilities must also be coordinated with other service providers.

### 15.6 Monitoring program

Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and assessing pest populations throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps. Differences in pest pressures associated with seasons and preventative action should be addressed. As a general rule, pesticides should not be applied unless monitoring indicates the presence of pests in that specific area.

### 15.7 Desirable structural or operational changes

Contractor shall identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts (e.g., caulking around pipes).



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### 15.8 Reporting and Recordkeeping

Contractor shall be responsible for carrying out work according to the approved IPM and/or Pest Control Plan. Contractor shall receive the concurrence of the City Department Contract Representative (CDCR) or his/her designee prior to implementing any subsequent changes to the approved IPM and/or Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

The reporting and recordkeeping forms will be kept in the building's IPM and/or Pest Control Plan Log. At a minimum, Contractor is required to collect and submit the reports to the Procurement Officer and CDCR.

#### 15.8.1 The Contractor shall develop an Integrated Pest Control and/or Pest Control Plan, forms, and site specific information to be maintained at each facility. The site plan will include information:

1. Building name and CDCR Contact information.
2. Structural and operational actions to inhibit pests.
3. Contractors means for site and pest inspections.
4. Responsibilities and observations by the departments.
5. Frequency of inspections, monitoring, and treatment.
6. Evaluation of the need for pest control.
7. Contractor methods and procedures used for identifying sites of pests.
8. Action levels.
9. Description of the equipment and material used to provide services.
10. Contractor list of proposed primary pesticides.
11. Communication strategy.
12. Pesticide application notification.
13. Forms and other documents.
14. Sighting log.
15. Contractor log.
16. Trap placement log.
17. Safety Data Sheets (SDS).

#### 15.8.2 Log Book

Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book at each facility that is served under the contract. The Log Book shall be updated at each visit by Contractor. If the facility lacks a log book, Contractor is responsible for providing one.

The Log Book shall contain at minimum the following items:

1. A copy of the IPM plan and/or service schedule for the building.
2. A copy of each license, certification, or proof of Insurance required.



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3. A list of pesticides used, including copies of sample labels and safety data sheets (SDS). All pest control products must be registered by the U.S. EPA for residential use and must be applied according to the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations.
4. A pest sighting log with Purchase Order Number and a Focus Unit list is updated.
5. The location of all traps and bait stations on the premises, preferably in map format.
6. Copies of all service report forms for the facility.
7. Sample educational materials for City employees and/or residents (with translations).
8. Notification of Upcoming Service (at least one week before scheduled visit): Contractor shall provide Pesticide Use Notification signs and preparation instructions to post at least one week in advance of routine inspection. The notifications will include a translation if the building residents do not speak English.
9. Notification of Pesticide Use (at time of treatment): If an infestation is found that requires pesticides, a form is left at the treatment location detailing what product was used, where, any precautions that can be taken to reduce risk of exposure, and nonchemical control techniques that can be used to prevent further infestation.
10. Inspection/Sanitation Report (service tickets): Upon completion of each routine inspection at the property, Contractor must submit a summary highlighting troubled areas or units. Contractor must submit the report in hard-copy format. The hard copy must be signed by the CDCR and/or building manager and kept in the IPM and/or Pest Control Log. An individual Unit Service Ticket must be completed for each unit in which pesticides were applied.

**15.9** No chemical is to be diluted/mixed on the City's property, except in or at Contractor's service vehicle at the location approved by the CDCR or designee.

**15.10** Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing. Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to applicable U.S. Occupational Safety and Health Administration (OSHA) standards and Arizona Department of Agriculture regulations for the products being used.

**15.11** Vehicles: Vehicles used by Contractor shall be identified in accordance with



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state and local regulations.

### 15.12 Equipment

Contractor shall provide all equipment required to access and service locations. Contractor shall identify all special equipment necessary that will result in additional charges due to the location of the pests prior to commencing work. Contractor will be required to have CDCR or designee approval in writing. Charges as agreed will be without added overhead and profit.

Upon receiving the request for service, Contractor shall coordinate an appointment on the next available business day with the CDCR or designee to inspect the site.

Contractor may be required to utilize special handling equipment such as aerial bucket trucks, lifts, etc. Contractor shall identify all special equipment necessary (that will result in additional charges) prior to performing the service. Services performed above 25' from the ground that require additional equipment must have prior approval from the City Department Contract Representative (CDCR) before securing specialized equipment. Upon approval of the CDCR, charges for specialized equipment rental as agreed will be reimbursed at the actual expense of the Contractor, excluding overhead and profit. Invoice(s) for the specialized equipment shall be submitted with the Contractor's invoice. The city will not accept any invoice that has been altered in any manner.

### 15.13 QUALITY CONTROL PROGRAM

Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five working days prior to the start date of the contract, Contractor shall submit a copy of the program to the CDCR or designee. The program shall include at least the following items:

#### 15.13.1 Inspection System

Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the CDCR or designee identifies the deficiencies.

#### 15.13.2 Checklist

A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled



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inspections. The checklist shall include every building or site serviced by Contractor as well as every task that is required to be performed.

### 15.13.3 File

A quality control file shall contain a record of all inspections conducted by Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the CDCR or designee upon request.

### 15.13.4 Inspector(s)


Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

**15.13.5 Inspection and Acceptance.** Any and all services rendered under this Contract, including quality of work, are subject to inspection by the City during Contractor's operations as well as upon completion of the work each month. The CDCR or designee, shall inspect the location and shall document the results of the inspection for future reference

## 16 GUARANTEE

Contractor shall guarantee all pest control treatments for thirty (30) calendar days following scheduled treatment, unless specified otherwise. Termite warranty is guaranteed for one year. The City reserves the right to request re-treatment should pest infestation be experienced during the guarantee period. Contractor shall perform re-treatment within seven (7) working days following notification. Re-treatment shall be at no cost to the City.

The City reserves the right to accelerate individual scheduled service treatments in lieu of re-treatment. Contractor shall coordinate all requests for re-treatment or modifications to service schedule with the appropriate CDCR or designee.

	<b>SECTION VI – SUBMITTALS</b>	<b>CITY OF PHOENIX</b>
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**SECTION VI: SUBMITTALS**

1. **COPIES:** Please submit one original, one (1) copy, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 240 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. **OPTION FOR ADDITIONAL QUANTITIES:** By signing and submitting this solicitation, Offeror agrees that the City may purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

3. **COSTS AND PAYMENTS:**

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

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

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

4. **BID PRICE SCHEDULE**

**Contractor to bid on individual group(s) and will be awarded based on group. Contractor to submit bid in Excel Template provided with Invitation for Bid. Reference Excel Spreadsheet "Pricing Template for IFB 18-003".**

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI – SUBMITTALS

CITY OF PHOENIX

ALL OR NONE BY GROUP

~~GROUP 1: INTEGRATED PEST MANAGEMENT (IPM)~~

~~GROUP 2: GENERAL PEST CONTROL TREATMENT~~

~~GROUP 3: BED BUGS, BEES, TERMITES, GOPHERS & GROUND SQUIRRELS~~

GROUP 4: BIRDS AND BAT MANAGEMENT – ONLY

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

Name JEFF KIMMICH  
Telephone Number 602-292-0375  
Alternate Contact BARBARA KIMMICH  
Telephone Number 602-292-0374

6. **CONTRACTOR LICENSING REQUIREMENTS:** Contractor will 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, will have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. The Contractor certifies possession of the following license:

Licensed Contractor's Name SOUTHWEST AVIAN SOLUTIONS LLC  
Class OFFICE OF PEST MANAGEMENT / AZ DEPT OF AG  
License Number 5474 GENERAL PEST  
Expiration Date 5/31/2019

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI - SUBMITTALS

CITY OF PHOENIX

7. YEARS IN BUSINESS AND REFERENCES: Contractor certifies that they have provided complete Pest Control, Wildlife Relocation and Bird/Bat Management including the services, categorized in this Statement of Work listed in this solicitation for a period of five years.

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for Pest Control, Wildlife Relocation and Bird/Bat Management including the services, categorized in this Statement of Work.

Company Name CITY OF PHOENIX
Address CITYWIDE CONTRACT TO NOV 2018
Reference IFB 13-053, 4701000595/P-A 9788-14
Telephone Number

Email address
Company Name MARICOPA COUNTY FACILITIES
Address 401 W JEFFERSON, PHOENIX, AZ 85003
Reference VALERIE MARTINEZ
Telephone Number 602-768-2848
Email address VALERIE.MARTINEZ2@MAIL.MARICOPA.GOV

Company Name CITY OF SCOTTSDALE FACILITIES
Address 7447 E INDIAN SCHOOL RD, SCOTTSDALE, AZ 85251
Reference JIM MARTINO
Telephone Number 480-734-0171
Email address JMARTINO@SCOTTSDALE.AZ.GOV

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI - SUBMITTALS

CITY OF PHOENIX

**OFFER**

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

Arizona Sales Tax No.

21153457 (MARRA - WE PAY SALES TAX AT)

Use Tax No. for Out-of State Suppliers

DNA

City of Phoenix Sales Tax No.

~~DNA - MARRA CONTRACTOR - CANCELLED~~

Arizona Corporation Commission File No.

L 18136749

1/2015 WHEN LAW CHANGED

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

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

3074222

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

Barbara Kimmich  
Authorized Signature

12/13/17  
Date

SOUTHWEST AVIAN SOLUTIONS LLC  
Verify Name and type of company  
(LLC, Inc., Sole Proprietor)

BARBARA KIMMICH, MEMBER  
Printed Name and Title  
(Member, Manager, President)

Address 20118 N 67TH AVE # 300-122  
City, State and Zip Code GLENDALE, AZ 85308  
Telephone Number 602-942-6550  
Company's Fax Number 866-616-8438  
Company's Toll Free # DNA  
Email Address SWAVIAN SOLUTIONS@COX.NET

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI – SUBMITTALS

CITY OF PHOENIX

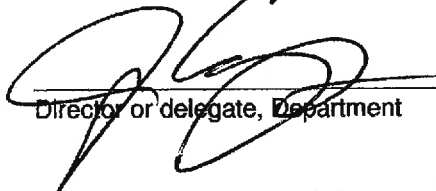
**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

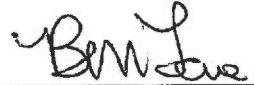
The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 147194. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

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

  
\_\_\_\_\_  
Director or delegate, Department

Awarded this 1 day of May 2018

  
\_\_\_\_\_  
Ben Love

**DEPUTY** City Clerk



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

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC

2018 MAY -2 PM 10:47

CITY CLERK DEPT



SECTION VI - SUBMITTALS

CITY OF PHOENIX

SOLICITATION TRANSPARENCY FORM - This form must be signed and submitted to the City and all questions must be answered or indicate N/A, or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

BARBARA S KIMMICH MS  
First MI Last Suffix

2. Contract Information

Solicitation # or Name: IFB 18-003

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

SOUTHWEST AVIAN SOLUTIONS LLC

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

JEFF KIMMICH, MEMBER  
BARBARA KIMMICH, MEMBER

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

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

N/A

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

N/A

7. Disclosure of conflict of interest:

Offeror Name: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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

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

I am not aware of any conflict(s) of interest under City Code Section 43-34. BK

~~I am aware of the following potential or actual conflict(s) of interest:~~

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

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

~~I am aware of the following conflict(s) of interest:~~

Offeror Name:

SOUTHWEST AVIZAN SOLUTIONS LLC



SECTION VI – SUBMITTALS

CITY OF PHOENIX

9. Acknowledgements

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

I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

<sup>A</sup>  This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

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

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

OATH

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

BARBARA KIMMICH

MEMBER

PRINT NAME

TITLE

Offeror Name:

SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VI - SUBMITTALS

CITY OF PHOENIX

Barbara Kimmich

12/13/17

SIGNATURE

DATE

SOUTHWEST AVIAN SOLUTIONS LLC

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

Offeror Name:

SOUTHWEST AVIAN SOLUTIONS LLC

GROUP#4

IFB 18-003 Citywide Pest Control Services and Bird/Bat Management

Spikes and Screen/Foam Fill

Item No.	Description	Unit Price (\$/Linear Foot)
1	Stainless Steel Bird Spikes 2.5" to 3" Wide Spikes, including Mounting Hardware/Glue	4.29
2	Stainless Steel Bird Spikes 4.5" to 5" Wide Spikes, including Mounting Hardware/Glue	4.49
3	Stainless Steel Bird Spikes 7.5" to 8" Wide Spikes, including Mounting Hardware/Glue	4.49
4	Plastic Bird Spikes 2.5" to 3" Wide Spikes, including Mounting Hardware/Glue	3.17
5	Plastic Bird Spikes 4.5" to 5" Wide Spikes, including Mounting Hardware/Glue	3.17
6	Plastic Bird Spikes 7.5" to 8" Wide Spikes, including Mounting Hardware/Glue	3.17
7	Screen/Foam Fill	2.00
SUB TOTAL		\$ 24.78

Bird Netting

Item No.	Description	Unit Price (\$/Square Foot)
1	Bird Netting - Stone Colored Netting	.25
2	Bird Netting - White Colored Netting	.25
3	Bird Netting - Black Colored Netting	.25
SUB TOTAL		\$ .75

CONTRACTOR: *SOUTHWEST ALIEN SOLUTIONS LLC*

GROUP#4

IFB 18-003 Citywide Pest Control Services and Bird/Bat Management

Shock System, Bird Repellent Haze System, and Bird Cones.

Item No.	Description	Unit Price (\$/Each)
1	Shock System - Plug in Power Supply	80 <sup>00</sup>
2	Shock System - Solar Box Power Supply	165 <sup>00</sup>
3	Bird Repellent Haze System - Monthly Anthranilate	475 <sup>00</sup>
4	Bird Cones	22 <sup>44</sup>
SUB TOTAL		\$ 742 <sup>44</sup>

Service Rate - All Bird (Pigeon) and Bat Management

Item No.	Description	Unit Price (\$/Hour)
1	Normal Business Hours	52 <sup>50</sup>
2	After Hours	52 <sup>50</sup>
SUB TOTAL		\$ 105 <sup>00</sup>

GROUP #4 GRAND TOTAL \$ 847<sup>97</sup>

CONTRACTOR: SOUTHWEST AVIAN SOLUTIONS LLC

GROUP#4

IFB 18-003 Citywide Pest Control Services and Bird/Bat Management

Optional Additional Requested Services

Item No.	Description (Labor Not Included)	Unit Price (\$/Hour)
1	Service Rate - Ladder is Required (Work off Ground)	52.50
2	Service Rate - Repelling is Required (Work off ground)	65.00
Item No.	Description (Labor Not Included)	Unit Price (\$/Month)
3	Service Rate - Live Trapping (Charge per Trap)	325.00
Item No.	Description	Unit Price (\$/Each)
4	2" Stainless Steel Bird Netting Clips (100 per pack)	3764

CONTRACTOR: SOUTHWEST AVIAN SOLUTIONS LLC



SECTION VII –EXHIBITS

CITY OF PHOENIX

EXHIBIT A – GENERAL PEST CONTROL LOCATIONS AND ESTIMATED FREQUENCY

DEPARTMENT	BUILDING ADDRESS	ZIP CODE	SQUARE FOOTAGE	ANNUAL ESTIMATED ANNUAL PEST CONTROL APPLICATIONS	POINT OF CONTACT
Public Transit	Metrocenter Transit Center 9451 N. Metro Parkway	85051	80	12	Bernard Venegas 602-262-6029
Parks	Ranger Station Tack Room 11659 North 16th Street	85020	100	As Needed	Josh Parnell 602-495-5507
Parks	Dreamy Draw Recreation 2421 East Northern Avenue	85020	122	12	Craig Winiarz 602-256-3449
Parks	Phoenix Mountain Park 2701 East Squaw Peak	85016	149	12	Craig Winiarz 602-256-3449
Public Transit	Paradise Valley Mall Transit Center 4623 E. Paradise Village Pkwy	85032	153	12	Bernard Venegas 602-262-6029
Public Transit	Sunnyslope Transit Center 8927 N. 3rd Street	85020	226	12	Bernard Venegas 602-262-6029
Public Transit	27 <sup>th</sup> Ave/Baseline Rd Park-and-Ride 2727 W. Baseline Rd.	85339	254	12	Bernard Venegas 602-262-6029
Public Transit	24 <sup>th</sup> St/Baseline Park-and-Ride 7415 S. 24 <sup>th</sup> Street	85042	255	12	Bernard Venegas 602-262-6029
Public Transit	Happy Valley/I17 Park-And-Ride 24725 N. 29th Avenue	85027	293	12	Bernard Venegas 602-262-6029
Public Transit	40 <sup>th</sup> St/Pecos Rd Park-and-Ride 17010 S. 40th Street	85226	293	12	Bernard Venegas 602-262-6029
Public Transit	Bell Road/I-17 Park-and-Ride 16808 N. Black Canyon	85023	293	12	Bernard Venegas 602-262-6029
Public Transit	Bell Road/SR51 Park-and-Ride 3535 E. Bell Road	85032	293	12	Bernard Venegas 602-262-6029
Public Transit	Shea Blvd/SR51 Park-and-Ride 10203 N. 32nd Street	85028	293	12	Bernard Venegas 602-262-6029
Parks	North Mountain Park Ranger Office 10600 North 7th Street	85020	428	6	Josh Parnell 602-495-5507
Public Transit	79 <sup>th</sup> Ave/I-10 Park-and-Ride 7805 W. McDowell Road	85035	433	12	Bernard Venegas 602-262-6029
Water	Water Stores Warehouse 2500 South 22nd Avenue Offices, restrooms and warehouse	85009	450	12	Stanley Wong 602-374-0494
Water	Water Remote Facilities - South 5204 East Thomas Road Administrative building, Field office building, Maintenance building, welding shop, electrical shop, warehouse and restrooms	85018	617	12	Stanley Wong 602-374-0494
Parks	Steele Indian School Recreation Office 300 E Indian School Road	85012	748	12	Nick Alejandre 602-534-1504
Parks	Encanto Sports Complex office 2121 N. 15th avenue	85007	800	6	Robert Gallegos 602-261-8993

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Parks	40th Street Trailhead Restrooms 9200 N. 40th Street	85028	800	As Needed	Craig Winiarz 602-256-3449
Police	Police Vehicle Impound Lot 3032 South 22nd Avenue	85009	850	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Water	Water Customer Service Northwest Pay Station 10255 North 23rd Avenue Offices, public lobby area and restroom	85021	1,000	12	Stanley Wong 602-374-0494
Water	43 <sup>rd</sup> Avenue Sewer Maintenance Yard 4025 West Glenrosa Avenue -Administration Office 936 sqft -Storage Building 240 sqft -Storage Building 64 sqft	85019	1,240	12	Roxanne Barrett 602-262-1804
Parks	East Lake Park 1548 East Jefferson Street	85034	1,300	As Needed	Frank Ray 602-262-4877
Parks	Monterey Yard 322 E. Oak	85007	1,350	6	David Munguia 602-256-4402
Parks	North Mountain Park Communications Site 10800 North 7th Street	8529	1,386	As Needed	Josh Parnell 602-495-5507
Parks	Japanese Pump House 1125 North 3rd Avenue	85004	1,432	As Needed	Steven Hernandez 602-5342409
Parks	Ranger Station Barn 11659 North 16th Street	85020	1,440	As Needed	Josh Parnell 602-495-5507
Public Works	Streets SW General Main & Petroleum Stores 2239 West Lower Buckeye Road	85009	1,500	12	Roxanne Barrett 602-262-1804
Parks	Papago Park Ranger Station 625 North Galvin Parkway	85086	1,500	12	Craig Winiarz 602-256-3449
Water	Water Distribution - Meter Operation Area 3 10255 North 23rd Avenue Offices, assembly area, restrooms, storage building	85021	1,500	12	Stanley Wong 602-374-0494
Parks	Hance Park 67 West Culver Street	85003	1,558	As Needed	Steven Hernandez 602-534-2409
Parks	Northwest Division Office 3901 W Glendale Ave 5 offices 1 Lobby 2 Restrooms 1 Conference room 1 kitchen area Several closets and storage areas	85051	1,600	12	Scott Coughlin 602-262-6575
Parks	Alkire 1617 W. Papago	85007	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Cielito 4551 N. 35th Ave	85017	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Coronado 1717 N. 12th Street	85006	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Cortez 3434 W. Dunlap	85051	1,600	As Needed	Robert Dahlk 602-495-3761

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Parks	David C. Uribe 3801 W. Cactus Road	85029	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Deer Valley 19400 N. 19th Ave	85027	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Eastlake 1548 E. Jefferson	85034	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	El Prado 6428 S. 19th Ave	85041	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Encanto 2125 N. 15th Ave	85006	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Falcon 3420 W. Roosevelt	85009	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Grant 714 S. 2nd Ave	85003	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Harmon 1425 S. 5th Ave	85004	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Hermoso 5749 S. 20th Street	85040	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Holiday 4530 N. 67th Ave	85033	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Madison 1440 E. Glenrosa	85014	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Marivue 5625 W. Osborn	85031	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Maryvale 4444 N. 51st Ave.	85031	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Mountain View 1104 E. Grovers	85022	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Paradise Valley 17648 N. 40th Street	85032	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Pecos 17010 S. 48th Street	85048	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Perry 3131 E. Windsor	85008	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Pierce 2150 N. 46th Street	85008	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Roadrunner 3502 E. Cactus Road	85032	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Roosevelt 6246 S. 7th Street	85042	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Starlight 7810 W. Osborn	85033	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Sunnyslope 301 W. Dunlap	85021	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Telephone Pioneer 1946 W. Morningside	85023	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	University 1102 W. Van Buren	85007	1,600	As Needed	Robert Dahlk 602-495-3761
Parks	Washington 6655 N 23rd Ave	85015	1,600	As Needed	Robert Dahlk 602-495-3761
Public Transit	Desert Sky Mall Transit Center 7887 W. Thomas Road	85033	1,624	12	Bernard Venegas 602-262-6029

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Water	Water Customer Service Westside Pay Station 5036 West Indian School Offices, public lobby area and restrooms	85031	1,700	As Needed	Stanley Wong 602-374-0494
Water	Morten Water Yard 7617 North 21st Avenue Offices, assembly area, restrooms, warehouse	85021	1,842	12	Stanley Wong 602-374-0494
Parks	Japanese Friendship Garden 1106 North Central Avenue	85003	1,872	As Needed	Steven Hernandez 602-5342409
Parks	Northeast Ranger Station 11659 North 16th Street	85020	1,960	As Needed	Josh Parnell 602-495-5507
Police	Jefferson Street Garage Substation 333 East Jefferson Street, Ste 106	85004	2,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Human Services	Desert West Multi-Generation Center <b>(Kitchen Only)</b> 6501 West Virginia Avenue	85035	2,000	24	Kendra Brooks 602-309-4396
Human Services	Deer Valley Senior Center <b>(Kitchen Only)</b> 2001 West Wahalla Lane	85027	2,000	24	Kendra Brooks 602-309-4396
Parks	Natural Resource Admin 2705 N. 15th Ave	85007	2,000	As Needed	Robert Gallegos 602-261-8993
Parks	South Mountain Park Communications Site 10919 South Central Avenue (2 floors)	85042	2,100	12	Dan Gronseth 602-495-0204
Water	Water Customer Services - South Central Pay Station 610 East 7th Street	85040	2,188	12	Stanley Wong 602-374-0494
Parks	Greenway Ranger Office 2245 W. Greenway Road	85023	2,200	12	Josh Parnell 602-495-5507
Fire	Historic Fire Station 8 541 West Encanto Boulevard	85003	2,250	12	Mike Duran 602-534-5023
Water	Water Distribution Meter Operations Area 4 2333 W Durango Avenue Office, assembly room, restrooms, storage area	85009	2,472	12	Stanley Wong 602-374-0494
Phoenix Convention Center	Regency Garage 40 North 2nd Street	85004	2,500	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Phoenix Convention Center	West Garage Office Only 100 N 3rd Street	85004	2,500	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Phoenix Convention Center	North Garage (Office Only) 100 N 3rd Street	85004	2,500	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Phoenix Convention Center	Heritage Garage 123 North 5th Street	85004	2,500	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Water	WSD Lift Station 46 10652 West Indian School	85037	2,500	12	Stanley Wong 602-374-0494
Housing	Luke Krohn Senior Center, 1940 ½ East Villa	85006	2,700	12	Abraham Chaparro 602-309-1857
Water	Water Customer Services - Westside 6544 West Thomas Road	85031	2,964	12	Stanley Wong 602-374-0494
Parks	Bret Tarver Learning Center 1516 N N35th Avenue 1 Staff office 2 Meeting room 1 Computer Lab Storage rooms Restrooms	85009	3,000	12	Dave Adams 602-262-7127
Parks	Marc Atkinson 4535 N. 23rd Avenue 1 General recreation area 2 offices 1 Arts and Crafts Room 1 Kitchen 1 set Restrooms	85015	3,100	12	Pedro Covarrubias 602-350-5779 David Fierro 602-495-5451
Water	Corona Water Yard 936 E Broadway Offices, assembly room, restrooms warehouse	85040	3,138	12	Stanley Wong 602-374-0494
Housing	Scattered Housing Admin. Office 9856 North 19th Drive	85021	3,200	12	Abraham Chaparro 602-309-1857
Water	Reservoir Water Yard/Wastewater Collection East Yard 3015 North 52nd Street Offices, assembly area, restrooms, warehouse, storage building	85018	3,338	12	Stanley Wong 602-374-0494
Fire	Fire Station 13 2828 North 47th Place	85018	3,340	12	Mike Duran 602-534-5023
Fire	Station 20 426 West Glendale Avenue	85021	3,425	12	Mike Duran 602-534-5023
Fire	Fire Station 14 1330 North 32nd Avenue	85009	3,540	12	Mike Duran 602-534-5023
Water	WSD Lift Station 60 17005 South 17th Avenue	85045	3,850	12	Stanley Wong 602-374-0494
Water	Cave Creek Reclamation Plant 22841 North Cave Creek Road Administration building, Laboratory, Maintenance Building, Electrical Shop	85024	3,942	12	Stanley Wong 602-374-0494
Police	Phoenix Police Driving Track Facility 8645 West Broadway Road	85041	4,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Parks	Winship House 216 W. Portland St.	85003	4,000	12	Stacia Holmes 480-200-5802
Fire	Fire Station 46 15402 South Marketplace Way	85048	4,200	12	Mike Duran 602-534-5023
Public Transit	Ed Pastor Transit Center 10 W. Broadway	85041	4,200	12	Bernard Venegas 602-262-6029

Offeror Name: \_\_\_\_\_



SECTION VII -EXHIBITS

CITY OF PHOENIX

Fire	Fire Station 39 276 West Southern Avenue	85041	4,200	12	Mike Duran 602-534-5023
Fire	Fire Station 45 2545 East Beardsley	85050	4,200	12	Mike Duran 602-534-5023
Fire	Fire Station 6 368 W. Apache Street	85003	4,300	12	Mike Duran 602-534-5023
Parks	Phoenix Center for the Arts 1202 North 3rd Street	85004	4,439	As Needed	Steven Hernandez 602-534-2409
Housing	Housing Department Warehouse 701 West Buchanan Street	85007	4,500	12	Abraham Chaparro 602-309-1857
Fire	Fire Station 15 4730 North 43rd Avenue	85031	4,597	12	Mike Duran 602-534-5023
Fire	Fire Station 31 5730 East Thunderbird Road	85254	4,597	12	Mike Duran 602-534-5023
Fire	Fire Station 42 3246 West Greenway Road	85053	4,597	12	Mike Duran 602-534-5023
Water	Water Distribution - Meter Operations Area 1 1401 East Hess Street Offices, assembly area, restrooms, warehouse/storage area.	85034	4,620	As Needed	Stanley Wong 602-374-0494
Fire	Old Station 25 - Community Response West 4032 North 59th Avenue	85033	4,632	12	Mike Duran 602-534-5023
Fire	Fire Command Training Center (Old 30) 7717 North 27th Avenue	85051	4,632	12	Mike Duran 602-534-5023
Fire	Fire Station 21 1212 South 27th Avenue	85009	4,636	12	Mike Duran 602-534-5023
Fire	Fire Station 17 1531 E. Missouri	85014	4,636	12	Mike Duran 602-534-5023
Fire	Fire Station 7 403 East Hatcher	85020	4,636	12	Mike Duran 602-534-5023
Parks	Ellis-Sheckleford house 1242 N. Central	85004	4,715	12	Roman Bilducea 602-534-2407
Water	Water Campbell Yard 4436 North 35th Avenue, Offices, assembly areas, restrooms, maintenance shop, field offices	85017	4,733	12	Stanley Wong 602-374-0494
Parks	Shemer Art Center 5005 East Camelback Road	85018	5,000	As Needed	Salvatore Chiovani 602-262-1808
Parks	Irish Culture Center 1106 North Central Avenue	85004	5,096	As Needed	Steven Hernandez 602-534-2409
Parks	Norton House & Carriage House 2700 N 15th Ave. 4,515 SF & 680 SF	85007	5,195	12	Nick Alejandre 602-534-1504
Police	Police MDT Shop 425 E. Buckeye	85004	5,400	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Fire	Battalion 5 220 East Roeser Road	85040	5,500	12	Mike Duran 602-534-5023
Fire	Fire Station 33 2409 West Cactus Road	85029	5,809	12	Mike Duran 602-534-5023

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Fire	Fire Station 26 3301 West Rose Lane	85017	5,908	12	Mike Duran 602-534-5023
Fire	Fire Station 27 12449 North 32nd Street	85032	5,908	12	Mike Duran 602-534-5023
Fire	Fire Station 28 7409 South 16th Street	85042	5,908	12	Mike Duran 602-534-5023
Fire	Fire Station 11 2727 East Roosevelt Street	85008	6,016	12	Mike Duran 602-534-5023
Fire	Fire Station 24 2802 North 43rd Avenue	85009	6,016	12	Mike Duran 602-534-5023
Fire	Fire Station 22 230 East Roeser Road	85040	6,016	12	Mike Duran 602-534-5023
Parks	Steele Indian School Park, 302 East Indian School Road Building #1 2,000 sqft Building #2 1,521 sqft Building #3 1,620 sqft Building #4 900 sqft	85012	6,041	As Needed	Donna Simons 602-534-4805
Fire	Fire Station 37 16602 North 40th Street	85032	6,194	12	Mike Duran 602-534-5023
Parks	Encanto 2605 North 15th Avenue Clubhouse and Maintenance building,	85007	6,200	12	Robert Gallegos 602-261-8993
Parks	Cave Creek Cactus Park 2409 W. Cactus Road	85029	6,300	12	Adam Scott 602-495-7375
Parks	Verde Community Center 916 E Van Buren St.	85006	6,314	12	Nick Alejandre 602-534-1504
Fire	Fire Station 5 1840 East Cambridge	85006	6,466	12	Mike Duran 602-534-5023
Library	Century Library 1750 East Highland Avenue	85016	6,500	12	Aundrea Valverde 602-374-0656
Human Services	Chinese Senior Center 734 West Elm Street	85013	6,500	24	Kendra Brooks 602-309-4396
Library	Acacia Library 750 East Townley Avenue	85020	6,585	12	Aundrea Valverde 602-374-0656
Police	South Mountain Precinct - VCB 400 West Southern Avenue	85041	6,620	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Parks	Sunny Slope Youth Center 1702 West Peoria	85029	6,688	As Needed	Chris Yanez 602-262-7239
Library	Ocotillo Library 102 West Southern Avenue	85041	6,700	12	Aundrea Valverde 602-374-0656
Library	Yucca Library 5648 North 15th Avenue	85015	6,842	12	Aundrea Valverde 602-374-0656
Parks	Parks & Recreation East District 1001 North 52nd Street	85008	6,892	As Needed	Clint Courtney 602-904-2658
Fire	Fire Station 40 3838 North 83rd Avenue	85033	7,091	12	Mike Duran 602-534-5023

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Fire	Fire Station 23 4416 South 32nd Street	85040	7,091	12	Mike Duran 602-534-5023
Fire	Fire Station 36 21602 North 9th Avenue	85027	7,091	12	Mike Duran 602-534-5023
Parks	University Park 10th Avenue and Van Buren	85003	7,100	As Needed	Steven Purvis 602-261-1892
Fire	Fire Station 4 1601 North 3rd Avenue	85003	7,162	12	Mike Duran 602-534-5023
Fire	Fire Station 35 646 East Paradise Lane	85022	7,162	12	Mike Duran 602-534-5023
Fire	Fire Station 58 4718 West Dobbins Road	85339	7,200	12	Mike Duran 602-534-5023
Fire	Fire Station 38 5002 East Warner-Elliott Loop	85044	7,200	12	Mike Duran 602-534-5023
Fire	Fire Station 49 3750 East Dynamite Boulevard	85331	7,200	12	Mike Duran 602-534-5023
Fire	Fire Station 48 5230 West Happy Valley Road	85310	7,300	12	Mike Duran 602-534-5023
Fire	Fire Station 41 - Battalion 4 2501 West Morningside Drive	85023	7,332	12	Mike Duran 602-534-5023
Fire	Fire Station 44 7117 West McDowell Road	85035	7,396	12	Mike Duran 602-534-5023
Police	Sunnyslope Police Substation 750 W Peoria Ave	85021	7,800	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Police	Ahwatukee Police Station 17010 South 48th Street	85048	8,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Human Services	Senior Opportunity West (SOW) 1220 South 7th Avenue	85007	8,000	24	Kendra Brooks 602-309-4396
Public Works	SR – 85 Landfill 28361 Patterson Road	85326	8,300	12	Roxanne Barrett 602 262-1804
Human Services	McDowell Place Senior Center 1845 East McDowell Road	85006	8,500	24	Kendra Brooks 602-309-4396
Phoenix Convention Center	North Garage 100 N. 3rd Street	85004	8,940	12	Mario Liuzzo 602-763-4411
Human Services	Central Phoenix Family Service Center 1250 South 7th Avenue	85007	9,000	12	Kendra Brooks 602-309-4396
Water	Union Hills Water Treatment Plant 2001 East Deer Valley Road Administration building, Blower building #4, Solids building, Maintenance building Central Ops building	85024	9,267	12	Stanley Wong 602-374-0494
Fire	South Shift Command 305 North 4th Avenue	85003	9,414	12	Mike Duran 602-534-5023
Fire	Fire Station 60 19th Avenue and Townley	85021	9,500	12	Mike Duran 602-534-5023

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Fire	Fire Station 10 2731 North 24th Drive	85009	9,556	12	Mike Duran 602-534-5023
Human Services	Shadow Mountain Senior Center 3546 East Sweetwater	85032	10,000	24	Kendra Brooks 602-309-4396
Human Services	Adam Diaz Senior Center 4115 West Thomas Road	85035	10,000	24	Kendra Brooks 602-309-4396
Parks	North Mountain Visitor Center 12950 North 7th Street	85020	10,000	12	Josh Parnell 602-495-5507
Police	Cactus Park Precinct Station 12220 North 39th Avenue	85029	10,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Parks	South Mountain Environ Center 10409 South Central Avenue	85042	10,000	12	Dan Gronseth 602-495-0204
Public Works	EDTA 3535 S. 35th Avenue	85009	10,000	12	Roxanne Barrett 602-262-1804
Parks	Thunderbird Teen Center 1104 E. Grovers behind Mountain View Center	85032	10,000	As Needed	Dennis Agius 602-571-3871
Water	WSD Lift Station 61 4325 South 107th Avenue	85037	10,000	12	Stanley Wong 602-374-0494
Parks	A.E. England Civic Space Park 424 N. Central	85004	10,125	12	Nick Alejandre 602-534-1504
Library	Saguaro Library 2808 North 46th Street	85008	10,500	12	Aundrea Valverde 602-374-0656
Fire	Fire Station 9 - Battalion 1 330 East Fairmount Avenue	85012	10,940	12	Mike Duran 602-534-5023
Fire	Fire Station 72 33027 N Cave Creek Road	85331	11,000	12	Mike Duran 602-534-5023
Neighborhood Services	Neighborhood Resource Center 2405 East Broadway Road	85040	11,400	12	Roxanne Barrett 602-262-1804
Water	WSD Lift Station 42 3302 West Pecos Street	85045	11,488	12	Stanley Wong 602-374-0494
Water	Water Distribution- Cave Creek Water Yard / Water Production - Water Remote Facilities - North, 21642 North 20th Street Administration building, Maintenance building, Electrical Shop & Warehouse, Machine Shop	85024	11,549	12	Stanley Wong 602-374-0494
Fire	Fire Station 18 5019 North 23rd Avenue	85015	11,600	12	Mike Duran 602-534-5023
Fire	Fire Station 3 1257 W. Pierce Street	85007	11,600	12	Mike Duran 602-534-5023
Police	Northern Command Station 302 East Union Hills Drive	85024	11,800	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Fire	Fire Station 8 1025 East Polk	85006	11,957	12	Mike Duran 602-534-5023

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Police	South Mountain Precinct 400 West Southern Avenue	85041	12,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Fire	Fire Station 61 1935 East Indian School Road	85016	12,000	12	Mike Duran 602-534-5023
Parks	Mountain View Community Center 1104 E. Grovers	85032	12,000	As Needed	Iorie Colburn 602-534-2501
Water	WSD Lift Station 47 4102 North 113th Drive	85037	12,010	12	Stanley Wong 602-374-0494
Public Works	Solid Waste Transfer Station 3060 South 27th Avenue	85009	12,200	24	Roxanne Barrett 602-262-1804
Fire	Fire Station 16 1414 East Mohave Avenue	85034	12,291	12	Mike Duran 602-534-5023
Library	Harmon Library 1325 S 5th Avenue	85003	12,300	12	Aundrea Valverde 602-374-0656
Library	Desert Sage Library 7602 West Encanto Boulevard	85035	12,400	12	Aundrea Valverde 602-374-0656
Police	Maryvale Precinct 6180 West Encanto Boulevard	85035	12,600	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Police	Desert Horizon Precinct 16030 North 56th Street	85254	12,644	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Police	Central City Precinct Station 1902 South 16th Street	85034	12,700	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Human Services	Helen Drake Senior Center 7600 N 27th Ave	85051	12,800	24	Kendra Brooks 602-309-4396
Parks	Longview Neighborhood Recreation Center 4040 North 14th Street	85014	13,000	As Needed	Paul Mangan 602-262-6437
Fire	Fire Station 12 - Battalion 2 4243 North 32nd Street – 85018	85018	13,499	12	Mike Duran 602-534-5023
Fire	Fire Station 52 - Battalion 6 21650 North Tatum Boulevard	85050	13,700	12	Mike Duran 602-534-5023
Fire	Fire Station 50 20225 North 35th Avenue	85027	13,700	12	Mike Duran 602-534-5023
Fire	Fire Station 1 323 North 4th Avenue	85003	13,888	12	Mike Duran 602-534-5023
Fire	Fire Station 54 9820 West Campbell	85037	14,000	12	Mike Duran 602-534-5023
Fire	Fire Station 56 3210 West Canotia	85086	14,000	12	Mike Duran 602-534-5023
Fire	Fire Station 57 1708 West Dobbins Road	85042	14,000	12	Mike Duran 602-534-5023

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Library	Juniper Library 1825 West Union Hills Drive	85027	14,400	12	Aundrea Valverde 602-374-0656
Public Works	North Gate Way Transfer Station 30205 North Black Canyon Highway	85085	15,000	24	Roxanne Barrett 602-262-1804
Library	Book Depository Building 1330 North 29th Drive	85009	15,000	12	Aundrea Valverde 602-374-0656
Library	Desert Broom Library 29710 North Cave Creek Road	85331	15,000	12	Aundrea Valverde 602-374-0656
Fire	Fire Station 32 7620 South 42nd Place	85032	15,403	12	Mike Duran 602-534-5023
Water	24 <sup>th</sup> Street Water Treatment Plant 6202 North 24th Street Administration building, Maintenance building, Dewatering building, Filter Buildings, Utility building	85016	15,419	12	Stanley Wong 602-374-0494
Fire	Fire Station 30 - North Shift Command 2701 W Belmont	85051	16,000	12	Mike Duran 602-534-5023
Library	Palo Verde Library 4420 North 51st Avenue	85031	16,000	12	Aundrea Valverde 602-374-0656
Parks	Sunnyslope Community Center 802 E. Vogel Ave	85020	16,000	As Needed	Chris Yanez 602-262-7239
Library	Ironwood Library 4333 East Chandler Boulevard	85048	16,300	12	Aundrea Valverde 602-374-0656
Fire	Fire Station 25 - Battalion 3 4010 North 63rd Avenue	85032	16,450	12	Mike Duran 602-534-5023
Human Services	Travis L. Williams Family Service Center 4732 South Central Avenue	85040	16,800	12	Kendra Brooks 602-309-4396
Water	Water Production Administration Building Water Distribution - Meter Operations Area 2 / Water Security Management 6202 North 24th Street Offices, assembly room, restrooms, storage (2 floors)	85016	17,317	12	Stanley Wong 602-374-0494
Human Services	Sunnyslope Family Service Center 914 West Hatcher Road	85021	18,500	12	Kendra Brooks 602-309-4396
Human Services	John F. Long Family Service Center 3454 North 51st Avenue	85031	18,500	12	Kendra Brooks 602-309-4396
Housing	Housing Administration 850 East Jefferson Street	85034	18,620	12	Abraham Chaparro 602-309-1857
Parks	Pueblo Grande Museum 4619 E. Washington Street	85034	19,000	As Needed	Nicole Armstrong Best 602-534-1571
Streets	Traffic Services Center 1100 East Jefferson Street	85034	19,500	12	Roxanne Barrett 602-262-1804
Parks	Aquila Golf Course 8440 South 35th Avenue	85009	19,719	As Needed	Mark Derbes 602-809-4476

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Library	Mesquite Library 4525 Paradise Village Parkway North	85032	19,875	12	Aundrea Valverde 602-374-0656
Fire	Special Operations Campus - Four Buildings 2430 South 22nd Avenue	85009	20,000	12	Mike Duran 602-534-5023
Fire	FEMA Warehouse - Exterior Only 2450 South 22nd Avenue	85009	20,300	12	Mike Duran 602-534-5023
Parks	Phoenix Center 214 East Moreland Street	85004	20,500	As Needed	Steven Hernandez 602-534-2409
Fire	Fire Station 59 1111 S 65th Ave.	85043	21,000	12	Mike Duran 602-534-5023
Fire	Fire Station 29 3949 W. Air Lane Way	85034	22,000	12	Mike Duran 602-534-5023
Fire	Fire Station 43 - Battalion 7 4110 East Chandler Boulevard	85048	22,000	12	Mike Duran 602-534-5023
Water	WSD Lift Station 40 5102 East Ray Road	85044	22,000	12	Stanley Wong 602-374-0494
Police	Police Air Support, Deer Valley 102 East Deer Valley Road	85024	22,050	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Parks	Devonshire Senior Center Parks and Recreation 2802 East Devonshire	85016	23,500	As Needed	Paul Mangan 602-262-6437
Police	Phoenix Police Department Code Enforcement Unit 1717 E. Grant Street	85034	23,565	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Water	Val Vista Water Treatment Plant 3200 East McDowell Road	85213	24,541	12	Stanley Wong 602-374-0494
Police	Estrella Mountain Precinct 2111 S 99th Ave, Tolleson	85353	25,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Police	Mountain View Precinct 2075 E Maryland Ave	85016	25,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Parks	South Mountain Park Maintenance Yard 10919 South Central Avenue	85042	25,000	12	Dan Gronseth 602-495-0204
Police	Black Mountain Precinct 33355 N Cave Creek Rd	85331	25,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Library	Agave Library 23550 N. 36th Avenue	85310	25,000	12	Aundrea Valverde 602-374-0656

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Parks	<b>Washington Activity Center,</b> 2240 W. Citrus Way Phoenix, 1 full size gymnasium 1 fitness room 1 dance rooms 7 classrooms 2 lobbies 1 auditorium 4 offices Multiple storage rooms	85015	25,250	12	Pedro Covarrubius 602-350-5779
Library	Cesar Chavez Library 3635 West Baseline Road	85339	25,400	12	Aundrea Valverde 602-374-0656
Parks	Papago Sports Complex 1802 North 64th Street Baseball Club House Building 16,000 sqft Maintenance Building 2,500 sqft Restrooms/Concessions 2,025 sqft Softball Office & Concessions 1000sqft Softball Bathrooms 1000 sq ft	85008	25,525	As Needed	Chris Parks 602-290-3640
Water	Deer Valley Water Treatment Plant 3030 West Dunlap Road Administration building, Chemical & Solids Handling building, Analyzer building, filter buildings, Warehouse/storage building	85051	25,542	12	Stanley Wong 602-374-0494
Library	Cholla Library 10050 Metro Parkway East	85051	26,200	12	Aundrea Valverde 602-374-0656
Neighborhood Services	Graffiti Warehouse 3325 W. Flower Street	85017	26,895	12	Steve Rivas 602-495-0129
Parks	Maryvale Community Center, 4420 N 51 <sup>st</sup> Ave	85031	27,000	12	Jake Johnson 602-648-1728
Neighborhood Services	NSD Services – Graffiti 3325 West Flower Street, includes office and warehouse areas	85017	27,300	12	Steve Rivas 602-495-0129
Water	23 <sup>rd</sup> Avenue Wastewater Treatment Plant 2301 West Durango Avenue Building #'s: 5,9,14,16,25/26,27,28, 35,38,40,45,46,48,51,55,58,61,63,65, 75,85, Emergency Response Building, and exterior parameters of: Sodium Bi-Sulfite, Digesters, Mixer sumps, Headworks Odor Scrubber, IPS/OCS and Filter Control Stations *Must check-in with E H & S Specialist prior to spraying*	85009	29,513	12	Stanley Wong 602-374-0494
Streets	Streets – D.C.M. 1034 East Madison Street	85034	30,000	12	Roxanne Barrett 602-262-1804
Police	Southern Command Station 3443 South Central Avenue	85040	30,825	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>

Offeror Name: \_\_\_\_\_



SECTION VII –EXHIBITS

CITY OF PHOENIX

Parks	South Mountain Community Center, 212 East Alta Vista Road Adult Bldg 13,297 SF Gym Bldg. 17,566 SF	85042	30,863	12	Frank Ray 602-262-4877
Public Works	Okemah Service Center 3828 E Anne Include Admin and Fleet and various storage buildings	85040	31,000	12	Roxanne Barrett 602-262-1806
Housing	<b>A.L. Krohn Homes (AZ 1-8A2) (240 Units)</b> 1940 1/2 E. Villa St. <b>Residential</b>	85006	31,914	24	Abraham Chaparro 602-309-1857
Phoenix Convention Center	Herberger Theater 222 East Monroe Street	85004	32,295	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Public Works	Facilities Management 2631 S 22nd Ave to include Admin and various storage buildings	85009	35,000	12	Roxanne Barrett 602-262-1805
Public Works	Salt River Service Center 3045 S 22nd Ave to include Admin and Fleet and various storage buildings	85009	35,000	12	Roxanne Barrett 602-262-1807
Parks	Paradise Valley Community Center 17642 N 40th Street	85032	36,000	As Needed	TJ Penkoff 602-495-3781
Parks	Desert West Community Center 6501 W Virginia Ave 2 lobbies 1 Multi-purpose room 1 Conference room 4 Classrooms 1 afterschool Room 1 room with fitness equipment 1 Double Classrooms 1 Toddler room 9 Offices 1 Gymnasium 2 Sets Public Restrooms 2 Participant restrooms (toddler and dance rooms) 1 Staff Restroom (Kitchen)	85035	37,500	12	Tony Salinas 602-495-3700
Parks	Deer Valley Community Center 2001 W Wahalla 2 lobbies 1 Multi-purpose room, with dividing wall 1 Conference room 4 Classroom available for meetings 1 Teen Room 1 Workout room 1 Dance room 1 Toddler room 1 Tumbling room (no furniture, matt floors) 9 Offices 1 Gymnasium (No partitions) 2 Public Restrooms 2 Participant restrooms (toddler and dance rooms) 1 Staff Restroom (Kitchen)	85027	37,500	12	Barb Newmeyer 602-495-3735

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Water	WSD Lift Station 41 17017 South 48th Street	85048	37,500	12	Stanley Wong 602-374-0494
Streets	Street Traffic Signal Shop 2141 East Jefferson Street	85034	38,000	12	Roxanne Barrett 602-262-1804
Parks	Pecos Community Center 17010 S. 48th St.	85048	38,000	12	Libby Forte 602-534-5239
Water	91st Avenue Waste Water Treatment Plant 5615 S. 91st Avenue Tolleson 70 buildings. 35 of the 70 buildings serviced inside and outside.	85353	41,943	12	Stanley Wong 602-374-0494
Phoenix Convention Center	Symphony Hall 75 North 2nd Street	85004	43,500	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Parks	Beuf Community Center, 3435 W pinnacle Peak Rd, Phoenix AZ 1 lobby 1 Multi-purpose room 2 Conference rooms 4 Classrooms 1 Teen Room 1 Fitness weight room 1 Fitness Cardio room 2 Double Classrooms 1 Toddler room 3 Staff Offices, 17 staff cubicles 1 Gymnasium 2 Sets of Public Restrooms 1 Participant restrooms (toddler room) 2 Staff Restroom (Kitchen and Office Area)	85027	48,000	12	Dan Peters 602-316-8536
Public Works	Glenrosa Service Center 4019, 4020, 4035, and 4155 W Glenrosa and various storage buildings	85019	51,000	12	Roxanne Barrett 602-262-1809
Water	Water Services Building 2742 S. 22nd Avenue Laboratories, offices, storage areas (2 floors) *Must check-in with Laboratory Supervisor prior to spraying*	85009	54,352	12	Stanley Wong 602-374-0494
Police	Vision Partnership	85040	55,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Water	WSD Lift Station 43, 6834 South 75th Avenue	85339	56,000	12	Stanley Wong 602-374-0494
Housing	Maryvale Parkway Terrace (108 Units), 4545 North Maryvale Parkway <b>Residential</b>	85031	56,160	12	Abraham Chaparro 602-309-1857
City Clerk	City Clerk Customer Service Center, 2640 S 22nd Ave, Phoenix	85009	57,000	12	Roxanne Barrett 602-262-1804

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Parks	<b>Maryvale Baseball Park</b> 3508 North 53rd Avenue Major League Club House 22,500 sqft Minor League Club House 19,000 sqft Minor League Maintenance Building 2,100 sqft Major League Maintenance Building 1,100 sqft Stadium Offices and Press 10,500 sqft Stadium Restrooms 2,000 sqft Minor League Restrooms/Concession 1,100 sqft	85043	58,300	As Needed	Chris Parks 602-290-3640
Police	Phoenix Police Training Academy 10002 South 15th Avenue	85041	60,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Public Works	Union Hills Service Center 138 E Union Hills to include Bldg A, B, C, D, F and trailer and various storage buildings	85024	60,000	12	Roxanne Barrett 602-262-1808
Public Works	Phoenix Theater & Cookie Company 100 East McDowell Road 2 floors 25,750 sq ft Building #1 22,000 sq ft Building #2 17,000 sq ft	85004	64,750	24	Roxanne Barrett 602-262-1804
Police	Police Crime Lab 621 West Washington Street.	85003	65,839	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov <b>TEXT/EMAIL ONLY</b>
Phoenix Convention Center	Orpheum Theater 203 West Adams Street	85004	67,000	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Housing	Fillmore Gardens Apartments (120 Units) 802 North 22nd Place <b>Residential</b>	85006	68,640	12	Abraham Chaparro 602-309-1857
Housing	Washington Manor (112 Units) 1123 East Monroe Street <b>Residential</b>	85034	74,180	12	Abraham Chaparro 602-309-1857
Housing	Sunnyslope Manor (116 Units) 205 East Ruth Street <b>Residential</b>	85020	76,328	12	Abraham Chaparro 602-309-1857
Fire	Fire Support Services 2625 South 19th Avenue	85009	85,000	12	Mike Duran 602-534-5023
Housing	Pine Tower Apartments (156 Units) 2936 North 36th Street <b>Residential</b>	85018	86,168	12	Abraham Chaparro 602-309-1857
Fire	Phoenix Training Academy 2425 W Lower Buckeye Road	85009	88,000	12	Mike Duran 602-534-5023
Public Works	Fleet Services 2441 S 22nd Ave to include Admin Bldg, Classroom, North Shop, South Shop, Auto Stores, Make Ready, Tire Shop & various storage buildings	85009	97,000	12	Roxanne Barrett 602-262-1804

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Police	Police Property Management 100 East Elwood Street	85040	100,000	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov TEXT/EMAIL ONLY
Phoenix Convention Center	West Building 100 North 3rd Street	85004	108,900	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Housing	Sidney P. Osborn Homes (AZ 1-7B) (146 Units), 1720 East Adams Street Residential	85034	122,169	12	Abraham Chaparro 602-309-1857
Housing	Frank Luke Homes (AZ 1-2) (230 Units) 500 North 20th Street Residential	85006	127,718	12	Abraham Chaparro 602-309-1857
Police	Police Headquarters 620 W. Washington Street	85003	135,753	12	Rochelle Duran 602-578-5496 / rochelle.duran@phoenix.gov TEXT/EMAIL ONLY
Fire	Fire Administration Campus - Four Buildings 150 South 12th Street	85034	138,600	12	Mike Duran 602-534-5023
Phoenix Convention Center	South Building 100 North 3rd Street	85004	143,000	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Phoenix Convention Center	East Garage Office & Tenant Spaces 601 East Washington Street	85004	174,200	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Public Works	Phoenix Art Museum 1625 North Central Avenue Administration Building 186,300 sqft, Café 1,800 sqft	85004	188,100	24	Roxanne Barrett 602 262-1804
Library	Burton Barr Central Library 1221 North Central Avenue	85004	280,000	12	Aundrea Valverde 602-374-0656
Phoenix Convention Center	North Building 100 North 3rd Street	85004	514,350	As Needed	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Housing	Scattered Housing Admin. Multiple Stand Alone Houses 9856 North 19th Drive Residential	Various	>500,000	36	Abraham Chaparro 602-309-1857

**EXHIBIT B - TERMITE TREATMENT LOCATIONS**

LOCATION	ZIP CODE	SQUARE FOOTAGE (approximate)	TERMITE ANNUAL WARRANTY	POINT OF CONTACT
Historic Heritage Square - Heritage & Science Park 115 N. 6th St. Currently includes the following buildings (may be added or deleted by the Customer):	85004			

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Baird Machine Shop (Pizzeria Bianco) 623 E. Adams		1,250		
Forest Burgess Carriage House (Rosson House Ticket Office) 127 N. 6th St.		738		
The Duplex (Park and Foundation Offices) 113 & 115 N. 6th St.		1852		
Lath House / Lath Pavilion and wooden structure extending past and sitting over the Lath House. 627 E. Monroe		2,560 (House), 10,640+ sq. feet (Pavilion)		
Rosson House (Includes porches, basement and attic) 139 N. 6th St.		2,800 (exclusive of porches, basement & attic)		
Silva House (The Rose and Crown Pub) 628 E. Adams		2,451		
Stevens-Haustgen House (Hands-On Heritage House) 614 E. Adams		1210		
Stevens House (Arizona Doll & Toy Museum) 602 E. Adams		1207		
Thomas House (Bar Bianco) 609 E. Adams		1,760		
Teeter House (Nobuo) 622 E. Adams		1652		
Teeter Carriage House (Royal Coffee) 618 E. Adams		1,120		
Fillmore Garden 802 North 22nd Place	85006	68,640	Yes	Abraham Chaparro 602-309-1859
Phoenix Center for the Arts 1202 N. 3rd Street	85004	4,439		
Pine Towers 2936 North 38th Street	85018	86,168	Yes	Abraham Chaparro 602-309-1859
Orpheum Theater 203 W. Adams Street	85003	40,400	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Patriot's Park Garage One West Washington St.	85003	93,180		
Herberger Theater 222 E. Monroe	85004	32,295	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Symphony Hall 75 N. 2nd Street	85004	43,500	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Civic Plaza East Garage 601 E. Washington Street	85004	174,200	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Jefferson Street Garage 333 E. Jefferson Street	85004	93,555		
Heritage Garage 123 N. 5th Street	85004	2,500	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Regency Garage 40 N. 2nd Street	85004	2,500	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Irish Cultural Center 1106 N. Central Avenue	85004	5,096		
Tovrea Castle 5041 E. Van Buren St.	85008	44 acres (estimated 2 acres may need treatment)		Laura Andrew 602-495-0901
Sunnyslope Manor 205 East Ruth Avenue	85020	76,328	Yes	Abraham Chaparro 602-309- 1859
Maryvale Parkway Terrace (108 Units) 4545 North Maryvale Parkway	85031	56,160	Yes	Abraham Chaparro 602-309- 1859
Washington Manor (112 Units) 1123 East Monroe Street	85034	74,180	Yes	Abraham Chaparro 602-309- 1859
Pueblo Grande Museum 4619 E. Washington St.	85034	95 acres (estimated 4 acres may need treatment)	Yes	Laura Andrew 602-495-0901
Taos House	85034		Yes	Laura Andrew 602-495-0901
West Garage Office Only 100 North 3rd Street	85004	2,500	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
North Garage Office Only 100 North 3rd Street	85004	2,500	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
North Building, 100 North 3rd Street	85004	514,350	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
South Building, 100 North 3rd Street	85004	143,000	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

West Building, 100 North 3rd Street	85004	108,900	No	Primary: Mario Liuzzo 602-256-4395 Secondary: David Whetton 602-534-1833
Adam Diaz Senior Center, 4115 West Thomas Road	85003	10,000		Kendra Brooks 602-309-4396
Central Phoenix Family Service Center, 1250 South 7th Avenue	85007	9,000		Kendra Brooks 602-309-4396
Chinese Senior Center, 734 West Elm Street	85013	6,500		Kendra Brooks 602-309-4396
Helen Drake Senior Center, 7600 N 27th Ave	85051	12,800		Kendra Brooks 602-309-4396
John F. Long Family Service Center, 3454 North 51st Avenue	85031	18,500		Kendra Brooks 602-309-4396
Marcos DeNiza Senior Center, 305 West Pima Street	85003	4,000		Kendra Brooks 602-309-4396
McDowell Place Senior Center, 1845 East McDowell Road	85006	8,500		Kendra Brooks 602-309-4396
Senior Opportunity West (SOW), 1220 South 7th Avenue	85007	8,000		Kendra Brooks 602-309-4396
Shadow Mountain Senior Center, 3546 East Sweetwater	85032	10,000		Kendra Brooks 602-309-4396
Sunnyslope Family Service Center, 914 West Hatcher Road	85021	18,500		Kendra Brooks 602-309-4396
Travis L. Williams Family Service Center, 4732 South Central Avenue	85040	16,800		Kendra Brooks 602-309-4396
Phoenix Council Chambers 200 W. Jefferson St.	85003	9072		
Calvin C. Goode, 251 W. Washington St.	85003	172,866		
305 Building, 305 W. Washington St.	85003	32,526		
Phoenix City Hall, 200 W. Washington St.	85003	515,530		
Historic City Hall, 17 South 2nd Ave	85003	38,902		
Phoenix Municipal Court, 300 W. Washington St.	85003	374,255		
Adams St. Training Center, 310 W. Adams St.	85003	2,321		
Ch. 11/City Auditor Offices, 140 N. 3rd Ave	85003	17,804		
ITD Offices, 149 N. 3rd Ave	85003	27,770		
438 Building, 438 W. Adams St.	85003	15,950		
Conv. East Housing Dept (SPO, Frank Luke...)	85006	40 Acres	Yes	Abraham Chaparro 602-309-1859
Scattered Sites Housing (Multiple Homes 350+)	Various	>500,000	Yes	Abraham Chaparro 602-309-1859
Alkire, 1617 W. Papago	85007	6,500	As needed basis	Robert Dahlk 602-495-3761
Cielito, 4551 N. 35th Ave	85017	7,000	As needed basis	Robert Dahlk 602-495-3761
Coronado, 1717 N. 12th Street	85006	6,500	As needed basis	Robert Dahlk 602-495-3761
Cortez, 3434 W. Dunlap	85051	6,500	As needed basis	Robert Dahlk 602-495-3761
David C. Uribe, 3801 W. Cactus Road	85029	10,500	As needed basis	Robert Dahlk 602-495-3761
Deer Valley, 19400 N. 19th Ave	85027	10,500	As needed basis	Robert Dahlk 602-495-3761

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Eastlake, 1548 E. Jefferson	85034	9,000	As needed basis	Robert Dahik 602-495-3761
El Prado, 6428 S. 19th Ave	85041	12,000	As needed basis	Robert Dahik 602-495-3761
Encanto, 2125 N. 15th Ave	85006	15,000	As needed basis	Robert Dahik 602-495-3761
Falcon, 3420 W. Roosevelt	85009	16,000	As needed basis	Robert Dahik 602-495-3761
Grant, 714 S. 2nd Ave	85003	6,500	As needed basis	Robert Dahik 602-495-3761
Harmon, 1425 S. 5th Ave	85004	7,000	As needed basis	Robert Dahik 602-495-3761
Hermoso, 5749 S. 20th Street	85040	10,000	As needed basis	Robert Dahik 602-495-3761
Holiday, 4530 N. 67th Ave	85033	7,000	As needed basis	Robert Dahik 602-495-3761
Madison, 1440 E. Glenrosa	85014	15,500	As needed basis	Robert Dahik 602-495-3761
Marivue, 5625 W. Osborn	85031	15,500	As needed basis	Robert Dahik 602-495-3761
Maryvale, 4444 N. 51st Ave.	85031	10,500	As needed basis	Robert Dahik 602-495-3761
Mountain View, 1104 E. Grovers	85022	1,500	As needed basis	Robert Dahik 602-495-3761
Paradise Valley, 17648 N. 40th Street	85032	17,500	As needed basis	Robert Dahik 602-495-3761
Pecos, 17010 S. 48th Street	85048	17,500	As needed basis	Robert Dahik 602-495-3761
Perry, 3131 E. Windsor	85008	13,000	As needed basis	Robert Dahik 602-495-3761
Pierce, 2150 N. 46th Street	85008	15,000	As needed basis	Robert Dahik 602-495-3761
Roadrunner, 3502 E. Caclus Road	85032	9,000	As needed basis	Robert Dahik 602-495-3761
Roosevelt, 6246 S. 7th Street	85042	15,000	As needed basis	Robert Dahik 602-495-3761
Starlight, 7810 W. Osborn	85033	6,700	As needed basis	Robert Dahik 602-495-3761
Sunnyslope, 301 W. Dunlap	85021	16,500	As needed basis	Robert Dahik 602-495-3761
Telephone Pioneer, 1946 W. Morningside	85023	10,500	As needed basis	Robert Dahik 602-495-3761
University, 1102 W. Van Buren	85007	9,500	As needed basis	Robert Dahik 602-495-3761
Washington, 6655 N 23rd Ave	85015	15,500	As needed basis	Robert Dahik 602-495-3761
Eastlake Community Center 1549 E Jefferson St	85034	15000		Margaret Spicer 602-534-1598

**EXHIBIT C – POCKET GOPHER AND GROUND SQUIRREL PREFERRED TREATMENT**

PARK	ADDRESS	ZIP CODE	APPROX ACREAGE	PEST CONTROLLED	PREFERRED TREATMENT	CONTACT
Tovra Castle	5041 East Van Buren	85008	1	GS/G	F/B	Nicole Armstrong-Best 602-495-0901 Ken Jones 602-828-0125

Offeror Name: \_\_\_\_\_



SECTION VII -EXHIBITS

CITY OF PHOENIX

Perry	2700 North 32nd Street	85008	5	G	B/F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Pierce	2150 North 46th Street	85008	5	G	B/F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Cross Cut Canal	48 Street/McDowell Road to Indian School	85008	20.24	G	B/F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Steele Indian School	Central Avenue/Indian School Road	85012	50.44	G	B	Donna Semmens 602-319-7710 Brian Flanigan 602-534-8649
Madison	1441 East Glenrosa	85013	11.11	GS/G	B/F	Martin Silvas 602-571-3873 Dennis Agius 602-571-3871
Little Canyon	33 Avenue/Missouri Avenue	85015	15.85	G	F	Paul Rodriguez 602- 909-8456
Washington	23rd Avenue/Maryland	85015	57.23	G	F	Pedro Covarrubias 602-350-5779 Jay Romero 602-261-3155
Solano	17 Avenue/Montebello	85015	9.9	G	F	Pedro Covarrubias 602-350-5779 Jay Romero 602-261-3155
Palo Verde Golf	6215 North 15th Avenue	85015	30.1	G	B/F	Mark Derbes 602-262-8765 Lori Murray 602-534-5790
Granada	6505 North 20th Street	85015	53	GS/G	F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Los Olivos	28 Street/Devonshire	85016	22.3	G	B/F	John Gilbert 602-319-6712
Ceilito	3402 West Campbell Avenue	85017	34.05	G	F	Jake Johnson 602-648-1728
Arcadia	56 Street/Osborn Road	85018	7.73	G	B/F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Shemer Art Center	5005 East Camelback Road	85018	1	G	B/F	Dennis Agius 602-571-3871 Brian Flanigan 602-534-8649
Royal Palm	15 Avenue/Butler Drive	85021	28.82	G	F	Freddy Castro 602-904-2666 Jay Romero 602-261-3155

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

G.R.Herberger	58 Street/Indian School Road	85021	7.45	G/GS	B/F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Alicia	2021 West Alice Avenue	85021	7.7	G	F	Freddy Castro 602-904-2666 Jay Romero 602-261-3155
Herberger II	Arizona Canal/Dunlap	85021	1	G	F	Ernie Gonzales 602-571-1200 Ruben Joya 602-904-2659
Moon Valley	7 Avenue/Coral Gables	85023	15.45	G	F	Clint Courtney 602-904-2663
Lookout Mountain	14441 North 18th Street	85023	29.55	GS/G	F	Ernie Gonzales 602-571-1200 Ruben Joya 602-904-2659
Cave Creek Golf Course	15202 N. 19th Ave	85023	1	GS/G	B	Mark Derbes 602-261-8765 Ken Ehlen 602-256-4114
Deer Valley	19602 North 19th Avenue	85024	26.6	G	F	Cheryl Fritts 602-904-2666 Gary Standard 602-621-3155
Buffalo Ridge	19250 North 16th Street	85024	50	GS/S	F	Frank Torres 602-904-2662 Sam Chiovari 602-571-3872
Cactus	37th Avenue/Cactus Road	85029	33.32	G	F	Freddy Castro 602-904-2666 Jay Romero 602-261-3155
Cave Creek	25 Avenue/Dunlap to Thunderbird	85029	44.3	G	F	Sal Porras 602-350-1317 Adam Scott 602-206-4344
Marivue	55 Avenue/Osborn Road	85031	28	G	B	Paul Rodriguez 602- 909-8456
Desert Horizon	Sergeant Street/Paradise Lane	85032	27.14	GS	F	Ricky Worth 602-904-2663 Sam Chiovari 602-571-3872
Paradise Valley	17642 North 40 Street	85032	41.08	GS	F	Ricky Worth 602-904-2663 Sam Chiovari 602-571-3872
Sweetwater	13230 North 44th Street	85032	19.2	GS/G	F	Joel Carbajal 602-904-2660 Ruben Joya 602-904-2659
Venturosa	14425 North 32nd Street	85032	15.74	GS/G	F	Ernie Gonzales 602-571-1200 Ruben Joya 602-904-2659
El Oso	75 Avenue/Osborn Road	85033	26.8	G	B	Paul Rodriguez 602- 909-8456

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Starlight	7810 West Osborn Road	85033	6.5	G	B	Paul Rodriguez 602-909-8456
Barrios Unidos	1501 East Mohave	85034	10.2	G	F	Rudy Contreras 602-262-7746 Leonel Puig 602-262-1624
Pueblo Grande Museum	4619 E. Washington St.	85034	4	GS/G	B/F	Lonnie Crabtree 602-571-7248 Roger Lidman 602-495-0901
Cricket Pavillion	2121 North 83rd Avenue	85035	100	G	B	Sal Porras 602-909-8456 Andy Magdaleno 602-262-4549
Sueno	43 Avenue/Encanto Boulevard	85035	33.4	G	B	Jake Johnson 602-648-1728
Desert West	6501 West Virginia (East Side Only)	85035	20	G	B	Paul Rodriguez 602-909-8456
Desert Star	87 Avenue/Encanto Boulevard	85037	11.18	G	B	Sal Porras 602-909-8456 Andy Magdaleno 602-262-4549
Lindo	2230 West Roeser Road	85040	7.72	G	F	Fred Wallace 602-534-5156 Anthony Chavez 602-262-7346
El Reposo	502 East Alta Vista Road	85040	16.17	G	F	Joe Carbajal 602-262-7359 Leonel Puig 602-262-1624
Esteban	32 Street/Roeser Road	85040	41.43	G	F	Joe Carbajal 602-262-7359 Leonel Puig 602-262-1624
Circle K	1346 East South Mountain Avenue	85042	27.41	G/GS	F	Steve Lee 602-534-2299 Leonel Puig 602-262-1624
Sunridge	6201 West Roosevelt	85043	13	G	B	Dustin Marut 602-534-5169 Anthony Chavez 602-262-7346
Pecos	17010 South 48th Street	85048	40+	G	F	Raymond Pena 602-534-9692 Mark Shafer 602-534-9364
Mountain Vista	13647 S. 50th St.	85048	24.3	G	B/F	Marcelino Garcia 602-534-9209 Mark Shafer 602-534-9364
Vista Canyon	16020 S. 30th St.	85048	23.71	G	B/F	Marcelino Garcia 602-534-9209 Mark Shafer 602-534-9364
Mariposa	31st Ave & Morton	85051	17.25	G	F	Mike Burchett 602-904-2666 Jay Romero 602-689-7276
Cortez Park	3435 W. Dunlap	85051	28	G	F	Tom Wilkerson 602-689-7276 Gary Standard 602-621-3155

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Acacia Park	2944 W. Hearn	85053	8.08	G	F	Isaac Herrera 602-316-5839 Adam Scott 602-206-4344
Desert Willow	4040 East Desert Willow Parkway West	85083	14.1	GS/S	F	Sam Chiovari 602-262-1808
Sereno	56 Street/Sweetwater	85254	33.4	GS	F	Joel Carbajal 602-904-2660 Ruben Joya 602-904-2659
Crossed Arrows	6102 East Acoma	85254	20.21	GS	F	Ricky Worth 602-904-2663 Sam Chiovari 602-571-3872
Sandpiper	66 Street/Hearn Road	85254	17.38	GS	F	Ricky Worth 602-904-2663 Sam Chiovari 602-571-3872
Alicia	2021 West Alice Avenue	85021	7.7	G	F	John Gilbert 602-256-3296
Herberger II	Arizona Canal/Dunlap	85021	1	G	F	Larry Polk 602-262-1831
Moon Valley	7 Avenue/Coral Gables	85023	15.45	G	F	Clint Courtney 602-904-2663
Lookout Mountain	14441 North 18th Street	85023	29.55	GS/G	F	Tom Sindik 602-262-1808
Deer Valley	19602 North 19th Avenue	85024	26.6	G	F	Isaac Herrera 602-316-5839 Adam Scott 602-206-4344
Buffalo Ridge	19250 North 16th Street	85024	50	GS/S	F	Larry Polk 602-262-1831
Cactus	37th Avenue/Cactus Road	85029	33.32	G	F	David Johnson 602-256-3292 Rick Kessler 602-256-9296
Cave Creek	25 Avenue/Dunlap to Thunderbird	85029	44.3	G	F	David Johnson 602-256-3292
Marivue	55 Avenue/Osborn Road	85031	28	G	B	Paul Rodriguez 602- 909-8456
Desert Horizon	Sergeant Street/Paradise Lane	85032	27.14	GS	F	Tom Sindik 602-262-1808
Paradise Valley	17642 North 40 Street	85032	41.08	GS	F	Tom Sindik 602-262-1808
Sweetwater	13230 North 44th Street	85032	19.2	GS/G	F	Tom Sindik 602-262-1808
Venturosa	14425 North 32nd Street	85032	15.74	GS/G	F	Tom Sindik 602-262-1808
El Oso	75 Avenue/Osborn Road	85033	26.8	G	B	Paul Rodriguez 602- 909-8456
Starlight	7810 West Osborn Road	85033	6.5	G	B	Vera Perkins 602-262-4548

Offeror Name: \_\_\_\_\_



**SECTION VII –EXHIBITS**

**CITY OF PHOENIX**

Barrios Unidos	1501 East Mohave	85034	10.2	G	F	Robert Daley 602-495-0868
Cricket Pavillion	2121 North 83rd Avenue	85035	100	G	B	Vera Perkins 3602-262-4548
Sueno	43 Avenue/Encanto Boulevard	85035	33.4	G	B	Jake Johnson 602-648-1728
Desert West	6501 West Virginia (East Side Only)	85035	20	G	B	Paul Rodriguez 602- 909-8456
Desert Star	87 Avenue/Encanto Boulevard	85037	11.18	G	B	Paul Rodriguez 602- 909-8456
Lindo	2230 West Roeser Road	85040	7.72	G	F	Steve Kandybowicz 602-256.3470
El Reposo	502 East Alta Vista Road	85040	16.17	G	F	Dustin Marut 602-534-5169 Phil Marin 602-534-5159
Esteban	32 Street/Roeser Road	85040	41.43	G	F	Joe Carbajal 602-262-7359 Phil Marin 602-534-5159
Circle K	1346 East South Mountain Avenue	85042	27.41	G/GS	F	Joe Carbajal 602-262-7359 Phil Marin 602-534-5159
Sunridge	6201 West Roosevelt	85043	13	G	B	Tim Berinstein 602-262-7746 Marcelino Garcia 602-262-7346
Pecos	17010 South 48th Street	85048	40+	G	F	Anthony Chavez 602- 534-9364 Jimmie Bernandrino 602-534-9692
Mariposa	31st Ave & Morton	85051	17.25	G	F	Mike Burchett 602-904-2666 Jay Romero 602-689-7276
Desert Willow	4040 East Desert Willow Parkway West	85083	14.1	GS/S	F	Sam Chiovari 602-262-1808
Sereno	56 Street/Sweetwater	85254	33.4	GS	F	Tom Sindik 602-262-1808
Crossed Arrows	6102 East Acoma	85254	20.21	GS	F	Tom Sindik 602-262-1808
Sandpiper	66 Street/Hearn Road	85254	17.38	GS	F	Tom Sindik 602-262-1808
Jackrabbit	6202 East Paradise Lane	85254	14.85	GS	F	Tom Sindik 602-262-1808
Sunset Basin	63 Avenue/Indian School Road	85301	8.11	G	B	Paul Rodriguez 602- 909-8456
Royal Palm Estates Planters	Camelback Rd, 50th to 53rd St	85301	1	G	F	Frank Gonzales 602-261-8351 Joe Macias 602-262-6386
Jackrabbit	6202 East Paradise Lane	85254	14.85	GS	F	Ricky Worth 602-904-2663 Sam Chiovari 602-571-3872

Offeror Name: \_\_\_\_\_

**SECTION VII –EXHIBITS****CITY OF PHOENIX**

Sunset Basin	63 Avenue/Indian School Road	85301	8.11	G	B	Paul Rodriguez 602- 909-8456
Royal Palm Estates Planters	Camelback Rd, 50th to 53rd St	85301	1	G	F	Dennis Agius 602-571-3871 John Gilbert 602-319-6712
Aguila Golf Course	8440 S. 35th Ave.	85539	210	G	B/F	Mark Derbes 602-262-8765 Bob Pancratz 602-534-6098
Cesar Chavez Park	7858 S. 35th Ave	85539	144	G	B/F	Tommy Medina 602-262-1624 Lance Gray 602-534-1273
Desert Foothills	1010 Marketplace SW	85048	45.43	GS/G	B/F	Anthony Chavez 602-534-9364 Jeanette Robinson 602-534-9209
Western Star	4425 E Western Star Blvd	85044	10.13	GS/G	B/F	Anthony Chavez 602-534-9364 Jeanette Robinson 602-534-9209

Offeror Name: \_\_\_\_\_



## SOLICITATION ADDENDUM

Solicitation Number: IFB 18-003 (EB) Addendum #1 Page 1 of 3

Solicitation Due Date: December 8, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### INTEGRATED PEST CONTROL, WILDLIFE RELOCATION AND BIRD/BAT MANAGEMENT – REQUIREMENTS CONTRACT

Responses to questions received by the inquiry due date are as follows:

**QUESTION 1:**

What is the prior contract number? Is there prior pricing available for this account?

**ANSWER 1:**

Current contracts are as follows: 136040, 136039, 137008, 137009, and 135350.

Offerors must complete a records request at <https://www.phoenix.gov/pio/public-records-request>, to receive the pricing information.

**QUESTION 2:**

We are certainly interested but want to have a better understanding of the current program to assure we are able to provide the services expected. In reviewing the public records request site and speaking with the office, I am having a very difficult time in locating a comparable contract. Is there currently an agreement covering all of the locations referenced on pages 73-99 of the current IFB and would you be able to provide some direction as to where I can locate this information?

**ANSWER 2:**

The City has various contracts in place to cover the services covered under IFB 18-003. Current contracts are as follows: 136040, 136039, 137008, 137009, and 135350.

Offerors must complete a records request at <https://www.phoenix.gov/pio/public-records-request>, to receive the pricing information.

**QUESTION 3:**

please explain how we have a contract extension for the Bird and Bat portion of this bid through Nov 2018 (attached) and this new contract bid includes our specialty to take effect prior to the date of our extension (although I cannot find when the effective date is for this contract – is it July 1, 2018 – or earlier)?

**ANSWER 3:**

The contract expiration date for the Pigeon and Bat Control, contract 135350, will remain as November 30, 2018. The contract for Group 4 will commence November 1, 2018, to allow time for the contract transition process.

**QUESTION 4:**

On the price sheet for the IPM you are asking for a price per square foot. Is there any way you can change the unit price to a per building or per instance price? We would not be treating the entire square footage of any building so it would be impossible to come up with a fair per square foot price given the different size buildings in the city. Also there is no list of sites that will be IPM as opposed to general pest control so we have no idea how to even price it.



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 18-003 (EB) Addendum #1 Page 2 of 3

Solicitation Due Date: December 8, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
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**ANSWER 4:**

Specific buildings and locations for the IPM services have not been identified, therefore, the price unit of measure will be changed in the Bid Price Schedule.

**QUESTION 5:**

I just wanted to follow up on my previous message regarding review of an existing contract. As noted, I have not been able to locate a single contract that is comparable

**ANSWER 5:**

There is no single contract that is comparable to the requirements of IFB 18-003.

**QUESTION 6:**

Could the price for General Pest Control Fogging Application (Group #2) be changed from "per application" to "per hour" possibly? It cannot be priced per application because of the vastly different sizes of buildings in the contract and to fog a room as opposed to a large building differs greatly.

**ANSWER 6:**

The City has verified the request and agrees the price for fogging should change to "per hour." The change is included in this addendum.

Responses to additional questions received by the inquiry due date will be included in addendum 2.

Please make the following changes to the above-referenced solicitation:

**CHANGE:**

1. Section VI – Submittal Bid Price Schedule, Group 1 Integrated Pest Management. Replace the Bid Price Schedule with the following table.

Item No.	Description	Unit Price Per Building/Site	Unit of Measure
1	Focus Units - Commercial		Occurrence
2	Focus Units - Residential		Occurrence
3	Residential Unit Turnover Service		Occurrence
4	Routine Inspection		Occurrence
5	Call-Back Service		Occurrence
6	Special Services		Occurrence
7	Relocation of Reptiles, Birds, Snakes, and other Wildlife animals		Occurrence



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 18-003 (EB) Addendum #1 Page 3 of 3

Solicitation Due Date: December 8, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
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Phone: (602) 262-7181

In accordance with Section V – Scope of Work, Subsection 2.2.7.5, list the Special Services which will be subcontracted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Section VI – Submittal Bid Price Schedule, Group 2 General Pest Control - Fogging Application. Replace the Bid Price Schedule with the following table.

Description	Commercial Unit Price (\$/Hour)	Residential Unit Price (\$/Hour)
General Pest Control Fogging Application		

3. Change all references to OFFER DUE DATE and SOLICITATION DUE DATE of FRIDAY, DECEMBER 1, 2017 to FRIDAY, DECEMBER 8, 2017, 2:00 P.M., LOCAL TIME.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: SOUTHWEST AVIAN SOLUTIONS LLC

Address: 20118 N 67<sup>TH</sup> AVE # 300-122, BUEVDALE AZ 85308

Authorized Signature: Barbara Kimnich

Print Name and Title: BARBARA KIMNICH, MEMBER



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 18-003 (EB) Addendum #2 Page 1 of 3

Solicitation Due Date: December 15, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**INTEGRATED PEST CONTROL, WILDLIFE RELOCATION AND BIRD/BAT MANAGEMENT – REQUIREMENTS CONTRACT**

**QUESTION 1:**

In the scope of work Section V, 8, you are including elevated work up to 40' high. There is a big difference between bees at ground level like in a meterbox and bees up high on a building. Most elevated work requires using a lift and nowhere in the price page is there a place to include lift rental if necessary. Is this something that can be added?

Also in the IPM scope of work Section V, 2.2.7.4 & 2.2.7.5 – Call back service you say will be at no charge, yet there is a line item for a price for call back service. What would we be charging for then?

Special services you are asking for a price per sq ft, how can we possibly know in advance what services may arise that we would have to subcontract out and how much to charge? Anything that might be subcontracted out would probably be charged per hour.

**ANSWER 1:**

Section V – Scope of Work states the following: “charges for specialized equipment rental as agreed will be reimbursed at the actual expense of the Contractor, excluding overhead and profit.” Read paragraph 15.12 of Section V for full details.

The call-back service fee is applicable when the Call-back service is requested to “Conduct follow-up inspection in response to resident or staff complaints.”

**QUESTION 2:**

There is no price line for Scattered Sites Housing for pest control, There should be a price per home but there isn't. On the locations (Exhibit A) it is under Residential but there is no place to put a price on the price sheet. A single family home is a lot different than multi-family housing.

**ANSWER 2:**

Unit prices for the Housing Department Scattered Sites shall be offered under Group 2, items 41 through 47 of the Bid Price Schedule. Offers for a single family home will be submitted in addendum 2, Section VI – Submittal Bid Price Schedule, Group 2 General Pest Control Treatment, item 48.

**CHANGE:**

1. Section VI – Submittal Bid Price Schedule, Group 1 Integrated Pest Management. Replace item 6 in the Bid Price Schedule with the following:

Item No.	Description	Unit Price Per Building/Site	Unit of Measure
6	Special Services		Hour



### SOLICITATION ADDENDUM

Solicitation Number: IFB 18-003 (EB) Addendum #2 Page 2 of 3

Solicitation Due Date: December 15, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
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Phone: (602) 262-7181

2. Section VI – Submittal Bid Price Schedule, Group 3 Bee, Wasp and Hornet Removal. Replace items 1 and 2 in the Bid Price Schedule with the following:

Item No.	Description	Residential Unit Price (\$/Hour)	Commercial Unit Price (\$/Hour)
1	Services performed under 12 feet, Normal Business Hours		
2	Services performed under 12 feet, After Business Hours		
3	Services performed between 12 and 22 feet, Normal Business Hours		
4	Services performed between 12 and 22 feet, After Business Hours		
5	Services performed between 22 and 32 feet, Normal Business Hours		
6	Services performed between 22 and 32 feet, After Business Hours		

3. Section VI – Submittal Bid Price Schedule, Group 2 General Pest Control Treatment. Add item 48 as follows:

Item No.	Description	General Pest Control Monthly Service (\$/Instance)	General Pest Control Quarterly Service (\$/Instance)	General Pest Control Annual Service (\$/Instance)	General Pest Control One Time Service (\$/Instance)
48	Single-Family Detached Home (Residential), for square footage of 0-0 sq feet				

4. Expiration dates for existing contracts will remain, therefore, the contract start dates for the 4 Groups will be as follows:

Contract	Contract Title	Expiration Date	IFB 18-003 Group	Contract Start Date
Not Applicable - New	Integrated Pest Management	Not Applicable	Group 1	May 1, 2018
136040	Pest Control Services	May 14, 2018	Group 3	May 1, 2018
136039	Pest Control	May 14, 2018	Group 3	May 1, 2018



### SOLICITATION ADDENDUM

Solicitation Number: IFB 18-003 (EB) Addendum #2 Page 3 of 3

Solicitation Due Date: December 15, 2017, 2:00 p.m. Local Time

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Procurement Division  
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	Services			
137008	Pest Control Services	August 27, 2018	Group 2	August 1, 2018
137009	Pest Control Services	August 27, 2018	Group 2	August 1, 2018
135350	Pigeon and Bat Control	November 30, 2018	Group 4	November 1, 2018

In accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

5. Change all references to **OFFER DUE DATE** and **SOLICITATION DUE DATE** of **FRIDAY, DECEMBER 8, 2017** to **FRIDAY, DECEMBER 15, 2017, 2:00 P.M., LOCAL TIME**

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: SOUTHWEST AVIAN SOLUTIONS LLC  
Address: 20118 N 67<sup>TH</sup> AVE #300-122 PHOENIX, AZ 85308  
Authorized Signature: Barbara Kimmich  
Print Name and Title: BARBARA KIMMICH, MEMBER



### SOLICITATION ADDENDUM

Solicitation Number: IFB 18-003 (EB) Addendum #3 Page 1 of 2

Solicitation Due Date: December 15, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### INTEGRATED PEST CONTROL, WILDLIFE RELOCATION AND BIRD/BAT MANAGEMENT – REQUIREMENTS CONTRACT

**CHANGE:**

1. Section VI – Submittal Bid Price Schedule, Group 3 Integrated Pest Management, Termite Warranty Items 1-17. Change the Unit of Measure for the Termite Warranty from Linear Foot to Square Feet. The Termite Warranty Bid Price Schedule is as follows:

Item No.	Description	Annual Termite Warranty Unit Price (\$/Square Foot)	Annual Termite Warranty Renewal Unit Price (\$/Square Foot)
1	Termite Warranty - 0 to 1,999 Square Feet		
2	Termite Warranty - 2,000 to 2,999 Square Feet		
3	Termite Warranty - 3,000 to 3,999 Square Feet		
4	Termite Warranty - 4,000 to 4,999 Square Feet		
5	Termite Warranty - 5,000 to 5,999 Square Feet		
6	Termite Warranty - 6,000 to 6,999 Square Feet		
7	Termite Warranty - 7,000 to 7,999 Square Feet		
8	Termite Warranty - 8,000 to 8,999 Square Feet		
9	Termite Warranty - 9,000 to 9,999 Square Fee		
10	Termite Warranty - 10,000 to 10,999 Square Feet		
11	Termite Warranty - 11,000 to 11,999 Square Feet		
12	Termite Warranty - 12,000 to 12,999 Square Feet		
13	Termite Warranty - 13,000 to 13,999 Square Feet		
14	Termite Warranty - 14,000 to 14,999 Square Feet		
15	Termite Warranty - 15,000 to 15,999 Square Feet		



### SOLICITATION ADDENDUM

Solicitation Number: IFB 18-003 (EB) Addendum #3 Page 2 of 2

Solicitation Due Date: December 15, 2017, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
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16	Termite Warranty - 16,000 to 16,999 Square Feet		
17	Termite Warranty - 17,000 to 17,999 Square Feet		
<b>SUBTOTAL</b>		\$	\$

2. Section IV – Insurance and Indemnification. Change all IFB 18-041 references to IFB 18-003.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: SOUTHWEST AVIAN SOLUTIONS LLC  
Address: 2018 N 67TH AVE #300-122 GLENDALE AZ 85308  
Authorized Signature: Barbara Kimmich  
Print Name and Title: BARBARA KIMMICH MEMBER

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWEST AVIAN SOLUTIONS, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and the City of Phoenix Contract No. 147194, the City is retaining Southwest Avian Solutions, LLC to provide all labor, materials, services, skills, supervision, and necessary tools and equipment to provide bird/bat management services at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWEST AVIAN SOLUTIONS, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay contractor compensation in accordance with the rates as set forth in the City of Phoenix Cooperative Contract No. 147194 for integrated pest management, wildlife relocation, and bird/bat management services.