

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
TERRACON CONSULTANTS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 6, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Terracon Consultants, Inc., a Delaware corporation (the “Consultant”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADEQ18-186320, dated November 1, 2017, and subsequently amended by Amendment No. 1 (collectively, the “State Contract”), for asbestos and lead consultant and abatement services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Consultant, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Consultant may conduct a comprehensive asbestos survey at the Fire Station located at 16821 East Saguaro Boulevard, Fountain Hills, Arizona 85268 (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 30, 2019, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Consultant shall provide the Materials and Services under the terms and conditions of the State Contract and as more particularly set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Consultant: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Materials or Services into compliance and withhold the cost of same from any payments due to the Consultant.

2.2 Cancellation. The Town reserves the right to cancel any Materials or Services within a reasonable period of time. Should Materials or Services be canceled, the Town agrees to reimburse the Consultant, but only for actual and documentable costs incurred by the Consultant due to and after approval of the Materials or Services or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Consultant an aggregate amount not to exceed \$5,000.00 for the Materials and Services at the rates set forth in the State Contract and as more particularly set forth in Exhibit B.

4. Payments. The Town shall pay the Consultant upon completion of the work, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of one or more invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under Section 6 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the State Contract, the Proposal, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Consultant’s obligation to provide the indemnification and insurance. In any event, the Consultant shall indemnify and hold harmless the Town and each council member, officer, or employee (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability (“Claims”), insofar as such Claims (or actions in respect thereof) arise to the extent out of the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady E. Miller, Town Manager

With copy to:           Pierce Coleman PLLC  
4711 E. Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Consultant:       Terracon Consultants, Inc.  
4685 South Ash Avenue, Suite H4  
Tempe, Arizona 85282  
Attn: Matt Valenti

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If

a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

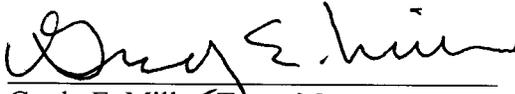
[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona Municipal Corporation

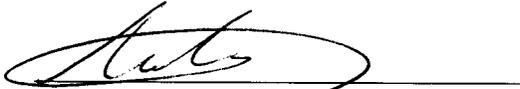
CP  
12/19/18

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

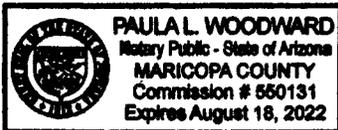
APPROVED AS TO FORM:

  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On December 18, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
TERRACON CONSULTANTS, INC.

[State Contract]

See following pages.



	<p style="text-align: center;"><b>Request for Proposals</b>  Solicitation No.  <b>ADEQ18-00007515</b>  Description:  <b>Asbestos and Lead Consultant and Abatement Services</b></p>	<p style="text-align: center;">Arizona Department of Environmental Quality  1110 W. Washington Street  Phoenix, AZ 85007</p>
---	---	--

## Section 1-A Solicitation Summary

Date: July 20, 2017

### 1.0 What State Is Soliciting:

The Arizona Department of Environmental Quality (ADEQ), Procurement Section, as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide **Asbestos and Lead Consultant and Abatement Services**. The Intent of this Solicitation is to contract with qualified individuals and/or organizations to provide the following environmental services on a demand basis: environmental site assessment/ site investigation/remediation; asbestos and lead-based paint assessment and/or abatement; environmental engineering services; air engineering services; industrial hygiene/indoor air quality and microbial services; environmental training; waste disposal; laboratory and analytical services; drilling services; wildlife removal and relocation; and environmental assessment/impact statements. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

### 2.0 How State Anticipates Contracting:

The State anticipates awarding multiple contracts. Whether or not it actually enters into any contracts, how many contracts it enters into, and how work is awarded between those contracts are all at the State's discretion. Further, the State will use any awarded contracts on an as-needed basis; it makes no guarantee as to its actual spending under them.



**Request for Proposals**  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental  
Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 3.0 What's in the Solicitation:

<b>1</b>	ProcureAZ file #1 ADEQ18-00007515 RFP Solicitation Documents	
	<b>Part 1: Summary and Instructions</b>	Section 1-A: <b>Solicitation Summary</b> Section 1-B: <b>Standard Instructions to Offerors</b>
<b>2</b>	ProcureAZ file #2 ADEQ18-00007515 RFP Solicitation Documents	
	<b>Part 2: Scope and Pricing Documents (Technical and Commercial)</b>	Section 2-A1: <b>Scope Document (Scope of Work) Contains Exhibits to Section 2-A1 Asbestos and Lead Consultant Services</b> Section 2-A2: <b>Scope Document (Scope of Work) Contains Exhibits to Section 2-A2 Asbestos and Lead Abatement Services</b> Section 2-B: <b>Pricing Document Asbestos and Lead Consultant Abatement Services.</b>
<b>3</b>	ProcureAZ file #3 ADEQ18-00007515 RFP Solicitation Documents	
	<b>Part 3: Contract Terms and Conditions</b>	Section 3-A: <b>Special Terms and Conditions</b> Section 3-A1: <b>Exhibit to Special Terms and Conditions – Insurance Requirements</b> Section 3-B: <b>Uniform Terms and Conditions</b>
<b>4</b>	ProcureAZ file #4 ADEQ18-00007515 RFP Solicitation Documents	
	<b>Part 4: Offer Forms (Microsoft Word and Excel Attachments)</b>	

### 4.0 How and When Proposals Are Due:

Proposals will only be accepted **online in the "ProcureAZ" system at <https://procure.az.gov> until the "Bid Opening Date" indicated in ProcureAZ for the Solicitation No. shown at the top of this page.** Proposals must be in the State Procurement Office's possession online no later than that deadline.

**LATE PROPOSALS WILL NOT BE CONSIDERED.** No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

**QUESTIONS are to be posted within ProcureAZ, "Q & A" tab and are due on August 3, 2017 by 3:00pm MST Phoenix, AZ Local Time.**

**OFFERORS SHOULD READ THIS ENTIRE SOLICITATION CAREFULLY.**

### 5.0 Pre-Offer Conference

State **will not** conduct a Pre-Offer Conference for this Solicitation. Refer to paragraph 2.8 of the Instructions to Offerors for more information.

PART 1 of the Solicitation Documents:  
Instructions and Attachments

**SECTION 1-A: Solicitation Summary**  
Date: July 20, 2017  
Page 2 of 8

**1**

	<b>Request for Proposals</b> Solicitation No. <b>ADEQ18-00007515</b> Description: <b>Asbestos and Lead Consultant and Abatement Services</b>	Arizona Department of Environmental Quality 1110 W. Washington Street Phoenix, AZ 85007
---	--	---

## 6.0 Offer Validity Period

You must hold the Offer open for **60 (Sixty) days** after the "Bid Opening Date" indicated in the ProcureAZ. Refer to paragraph 6.1 of the [Instructions to Offerors](#) for more information.

## 7.0 Required Attachments (Part 4 of the Solicitation Documents: Offer Forms in Microsoft Word and Microsoft Excel)

**To be Responsive, your Initial Offer must contain all of the following Attachments:**

Refer to paragraph 4.2 of the [Instructions to Offerors](#) for more information.

No.	Title	Offeror Action Required	Form Provided
<b>Attachment 1</b>	<b>Offer and Acceptance Form</b>	Refer to paragraph 3.4 Evidence of Intent and 4.9 Offeror Certification of the <a href="#">Instructions to Offerors</a> .	✓
<b>Attachment 2-A with Appendices and Supplements</b>	<b>Experience and Capacity Questionnaire</b>	Provide all required information and answer all questions with respect to your company's ability to <b>do the work of this Solicitation</b> : experience with similar scope and clients, staff having the relevant experience, etc.  Page maximum is five (5) pages for narrative summary. Do not include organization name or any identifying information on this narrative.  Copies of Offeror's ADHS certified parameter list, table of current status of any proficiency testing by method and references (Do not include ADEQ references) are not included in the five (5) page narrative maximum.	✓
<b>Attachment 2-B with Appendices and Supplements</b>	<b>Organization Profile</b>	Provide the required information and answer the questions with respect to your <b>company in general</b> : organization and structure; financial health; licenses, certifications, etc.	✓
<b>Attachment 3-A with Appendices and Supplements</b>	<b>Method Proposal (Method of Approach)</b>	Provide your proposal <b>specific to this Solicitation</b> as to the means and methods you will apply to carrying out the Work.  Submittal is a five (5) page maximum. Do not include organization name or any identifying information on this Attachment.	✓



**Request for Proposals**  
 Solicitation No.  
**ADEQ18-00007515**  
 Description:  
**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental  
 Quality  
 1110 W. Washington Street  
 Phoenix, AZ 85007

No.	Title	Offeror Action Required	Form Provided
<b>Attachment 3-B</b>	<b>Key Personnel Proposal</b>	List the proposed key personnel and assignments; limited to two (2) pages per employee. Key personnel includes laboratory manager(s), project administrator, senior analyst(s) person that will be responsible for submitting reports to Department, quality assurance personnel, and key personnel that is responsible to ensure reporting requirements are met.  Do not include organization name or any identifying information on this Attachment. Do not include Key Personnel names.	✓
<b>Attachment 3-C with Supplements</b>	<b>Proposed Subcontractors</b>	List the proposed Subcontractors and scope to be delegated to each.	✓
<b>Attachment 3-D with Appendices</b>	<b>Performance Guarantee</b>	<b>Not Used/Reserved</b>	x
<b>Attachment 3-E</b>	<b>Boycott of Israel Disclosure</b>	Attest to participation or non-participation in any boycott of Israel	✓
<b>Attachment 4 with Appendices</b>	<b>State Pricing Document (See attached Excel Document)</b>	Pricing shall be submitted on an all-inclusive basis and shall include all cost associated with performance of the Scope of Work, including without limitation, labor rate, labor benefits, payroll burden, insurance, Workers' Compensation, fees, all taxes, profit, overhead (including repairs and maintenance if applicable), administrative costs, reporting, cost of archiving data, and all other related cost factors for products and/or services offered in response to this solicitation.  Complete and submit attached Excel document titled "Pricing Sheet" with Offer. <b>Refer to "Part 4 Offer Forms - Attachments" for additional instructions.</b> <b>Bidders must insert \$1.00 in the "UNIT COST" field in ProcureAZ to ensure acceptance of Offer by the ProcureAZ system.</b>	✓
<b>Supplements to Attachment 4</b>	<b>Contractor Price Lists/ Catalogs</b>	Not Used/Reserved	x
<b>Attachment 5-A with Supplements</b>	<b>Designation of Confidential Information</b>	Indicate what, if any, information in Offer is confidential, trade secret or proprietary (see paragraph 4.7 of the Instructions to Offerors).	✓
<b>Attachment 5-B</b>	<b>Conformance Statements</b>	Attest that Offer conforms to the Solicitation (see paragraph 3.5 of the Instructions to Offerors)	✓

PART 1 of the Solicitation Documents:  
 Instructions and Attachments

**SECTION 1-A: Solicitation Summary**

Date: July 20, 2017

Page 4 of 8

**1**



**Request for Proposals**  
 Solicitation No.  
**ADEQ18-00007515**  
 Description:  
**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental Quality  
 1110 W. Washington Street  
 Phoenix, AZ 85007

No.	Title	Offeror Action Required	Form Provided				
<b>Attachment 5-C with Supplements</b>	<b>Insurance and Bonding Evidence</b>	Provide the following as indicated by the "●" mark; if neither one is marked, then no Attachment 5-C is required: <table border="1" style="margin-top: 10px;"> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td>Satisfactory evidence that the required insurance called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u> is already in place by current certificate of insurance or that Contractor can obtain it by broker's letter.</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td>Satisfactory surety letters as evidence that Contractor can obtain the required bonds or other security called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u>.</td> </tr> </table>	<input checked="" type="radio"/>	Satisfactory evidence that the required insurance called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u> is already in place by current certificate of insurance or that Contractor can obtain it by broker's letter.	<input type="radio"/>	Satisfactory surety letters as evidence that Contractor can obtain the required bonds or other security called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u> .	✓
<input checked="" type="radio"/>	Satisfactory evidence that the required insurance called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u> is already in place by current certificate of insurance or that Contractor can obtain it by broker's letter.						
<input type="radio"/>	Satisfactory surety letters as evidence that Contractor can obtain the required bonds or other security called for in <u>Exhibit 1</u> to the <u>Special Terms and Conditions</u> .						
<b>Attachment 5-D</b>	<b>Offer Checklist</b>	Attest that each item on the checklist has been provided with or as part of Offer.	✓				
<b>Attachment 6</b>	<b>Additional Attachments</b>	Any other documentation required by the Solicitation to be submitted with or as part of Offer.	✗				

## 8.0 Proposal Submittal

- 8.1 Vendors may submit proposals for either or both disciplines listed in the scope documents;
  - 8.1.1 2-A1, Asbestos and Lead Consultant Services and/or;
  - 8.1.2 2-A2, Asbestos and Lead Abatement Services
- 8.2 To submit a proposal for the Asbestos and Lead Consultant Services disciplines Vendors must complete in their entirety the excel worksheets A1, A2, A3 and A4 in Attachment 4, Pricing Sheet;
  - 8.2.1 A1-Asbestos Consultant Labor
  - 8.2.2 A2-Lead Consultant Labor
  - 8.2.3 A3-Asbestos Consultant Services
  - 8.2.4 A4-Lead Consultant Services
- 8.3 To submit a proposal for the Asbestos and Lead Abatement Services disciplines Vendors must complete in their entirety the excel worksheets A1, A2, A3, A4 and A5 in Attachment 4, Pricing Sheet;
  - 8.3.1 A1-Asbestos Abatement Labor
  - 8.3.2 A2-Lead Abatement Labor
  - 8.3.3 A3-Abatement Equipment Pricing
  - 8.3.4 A4-Asbestos Abatement Services
  - 8.3.5 A5-Lead Abatement Services

PART 1 of the Solicitation Documents:  
 Instructions and Attachments

SECTION 1-A: **Solicitation Summary**  
 Date: July 20, 2017  
 Page 5 of 8





**Request for Proposals**  
 Solicitation No.  
**ADEQ18-0007515**  
 Description:  
**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental  
 Quality  
 1110 W. Washington Street  
 Phoenix, AZ 85007

8.4 To submit proposals for both Asbestos and Lead Consultant Services and Asbestos and Lead Abatement Services complete both document sets listed in paragraph 8.2 and 8.3

**If Offer elects to not provide pricing in a category specified, type in "No Bid"**

## 9.0 Task Order Award

- 9.1 Vendors awarded a Task Order for Asbestos and Lead Consultant Services shall not receive a Task Order award for Asbestos and Lead Abatement Services.
- 9.2 Vendors awarded a Task Order for Asbestos and Lead Abatement Services shall not receive a Task Order award for Asbestos and Lead Consultant Services.

## 10.0 Evaluation Criteria

In accordance with A.A.C. R2-7-C316, each Offer will be evaluated on the following criteria, listed in their relative order of importance from most important to least:

- First: **OFFEROR'S PROPOSED APPROACH**, as set out in Offeror's response to Attachment 3-A, taken together with Offeror's responses to Attachments 3-B, 3-C, 3-D, 5-B, and 5-C, and any other aspect of the Offer that Procurement Officer determines is appropriate.
- Second: **OFFEROR'S EXPERIENCE AND CAPACITY**, as demonstrated in Offeror's response to Attachment 2-A, taken together with Offeror's responses to Attachment 2-B and any other aspect of the Offer that Procurement Officer determines is appropriate.
- Third: **OFFEROR'S COST PROPOSAL**, as provided in Offeror's response to Attachment 4.

## 11.0 Financial Information

During the evaluation process, additional information will be requested by the Procurement Officer to explain the financial health of the origination. The following chart explains what will be requested:

(Dollars entered in Thousands)

<b>PARAMETERS</b>	
<b>Income statement</b>	
Net sales	\$
Operating income	\$
<b>Balance sheet</b>	
Total Current Assets	\$
Total Assets	\$
Total Current Liabilities	\$
Total Liabilities	\$
Retained earnings	\$
Market value of equity	\$



**Request for Proposals**  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental  
Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

After the proposal due date, those contractors who are evaluated and are within the competitive range will be required to complete and submit the financial information in paragraph 11.0. This will be requested by the Procurement Officer via email with a due date of 2 business days.

## 12.0 Required Monitoring and Reporting

- 12.1 Contractor Performance Review (CPR) (Attachment 5-D) The Contractor shall perform all duties under this Contract in a manner acceptable to the Department. The using agency Project Manager also known as Procurement Officer Representative will complete a CPR after completion of a Task Order or at the end of each Fiscal Year. Additional Metric information may be added after contract award within the best interest of the state.
- 12.2 The Contractor may be evaluated based on the following ratings and performance categories:
- Quality: Compliance with Contract Requirements; report accuracy; effectiveness of personnel; and technical excellence.
  - Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed project on time; and met delivery schedules.
  - Cost Control: Kept to the forecast within 20%, Utilize cost savings, adherence to the cost sheets, followed the State Travel guidelines and submitted change orders within allotted time.
  - Business Relations: Effective management; reasonable/cooperative behavior; responsive to Contract requirements; notification of problems; flexibility; and proactive versus reactive.
  - Using Agency Project Manager completes a brief description of the Task Order requirements;
  - Using Agency Project Manager Evaluates Contractor performance and assigns a rating for quality, cost control, timeliness of performance and business relations categories including a brief narrative for each rating if deemed appropriate.
  - Forwards the CPR to the Contractor.
  - The Contractor shall be granted 7 days from the date the Contractor's receipt of the CPR to review and provide a response to the Using Agency Project Manager regarding the contents of the report.
  - The Contractor reviews the CPR.
  - The Contractor provides a response (if any) to the Using Agency Project Manager on company letterhead.
  - The Contractor may submit comments, rebuttals (disagreements) or additional information to the Using Agency Project Manager that contest the CPR ratings.
  - The Contractor completes Contractor representation information; and
  - The Contractor forwards the report to the Using Agency Project Manager within the designated time frame.
- 12.3 If the Contractor does not respond to the CPR within the designated time frame, the specified ratings in the report are deemed appropriate for the evaluation. In this instance, the Using agency Project Manager shall sign and file the CPR. **A CPR is considered complete only after the using agency Project Manager signs the report. The using agency Project Manager will provide a copy of the completed report to the Contractor.**



## Request for Proposals

Solicitation No.

**ADEQ18-00007515**

Description:

**Asbestos and Lead Consultant and Abatement Services**

Arizona Department of Environmental  
Quality

1110 W. Washington Street  
Phoenix, AZ 85007

### 13.0 Tentative Schedule

In order to assist Offerors in scheduling, the following dates are provided as a tentative schedule:

July 25, 2017

Issue Solicitation available in ProcureAZ.

August 3, 2017

Last Day Questions may be Submitted.

August 15, 2017

Proposals Due Date.

August 17-30, 2017

Committee Evaluation Process.

August 31, 2017

Discussions/Revisions/BAFO (If Required).

September 5, 2017

Contract Award.

**End of Section 1-A**



**Request for Proposals**  
 Solicitation No. ADEQ18-00007515  
 Description:  
 Asbestos and Lead Consultant and Abatement  
 Services

Arizona Department of Environmental  
 Quality  
 1110 W. Washington Street  
 Phoenix, AZ 85007

## Section 1-B: Standard Instructions to Offerors

### SECTION CONTENTS:

1.0.....	DEFINITION OF TERMS.....	1
1.1	Arizona Procurement Code; A.R.S.; A.A.C.....	1
1.2	Attachment.....	1
1.3	Clarifications.....	1
1.4	Contract.....	1
1.5	Contract Amendment.....	1
1.6	Contract Terms and Conditions.....	1
1.7	Contractor.....	1
1.8	Evaluation.....	1
1.9	Exhibit.....	1
1.10	Negotiation.....	1
1.11	Not Susceptible for Award.....	2
1.12	Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO).....	2
1.13	Offeror.....	2
1.14	Person.....	2
1.15	Pricing Document.....	2
1.16	ProcureAZ.....	2
1.17	Procurement Officer.....	2
1.18	Responsible; Not Responsible.....	2
1.19	Responsive.....	2
1.20	Solicitation.....	2
1.21	Solicitation Amendment.....	2
1.22	Solicitation Summary.....	2
1.23	Solicitation Documents; Part, Section; Exhibit; Tables; Annexes; Appendixes.....	3
1.24	State.....	3
1.25	Subcontract.....	3
1.26	Subcontractor.....	3
2.0.....	SOLICITATION INQUIRIES.....	3
2.1	Duty to Examine.....	3
2.2	Submission of Objections.....	3
2.3	Submission of Potential Exceptions.....	4
2.4	Submission of Inquiries.....	4
2.5	State Contact Person.....	4
2.6	Verbal or Email Responses.....	4
2.7	Solicitation Amendments.....	4
2.8	Pre-Offer Conference.....	4
3.0.....	OFFER PREPARATION.....	5
3.1	Online Documents.....	5
3.2	Electronic Submissions.....	5
3.3	Deviations in Offer.....	5
3.4	Evidence of Intent.....	5
3.5	Exceptions to Solicitation Documents.....	5
3.6	Insurance and Bonds.....	5
3.7	Alternative Insurance Program.....	6
3.8	Identification of Taxes in Offer.....	6
3.9	Excise Tax.....	6

PART 1 of the Solicitation Documents:  
 Instructions and Attachments

**SECTION 1-B: Standard Instructions to Offerors**  
 Version 1.3.1 (12-Jan-2017)  
 Table of Contents Page 1 of 2



**Request for Proposals**  
 Solicitation No. ADEQ18-00007515  
 Description:  
 Asbestos and Lead Consultant and Abatement  
 Services

Arizona Department of Environmental  
 Quality  
 1110 W. Washington Street  
 Phoenix, AZ 85007

3.10	Tax Identification .....	6
3.11	Disclosure .....	6
3.12	Federal Immigration Laws .....	7
3.13	Cost of Offer Preparation .....	7
<b>4.0</b>	<b>SUBMISSION OF OFFER .....</b>	<b>7</b>
4.1	Required Offer Content.....	7
4.2	Attachment Forms .....	7
4.3	Pricing .....	7
4.4	Submission .....	8
4.5	Solicitation Amendments .....	8
4.6	Amending or Withdrawing.....	8
4.7	Confidential Information.....	8
4.8	Public Record.....	9
4.9	Offeror Certification .....	9
<b>5.0</b>	<b>RESPONSIBLE; NOT SUSCEPTIBLE FOR AWARD .....</b>	<b>9</b>
5.1	Responsible .....	9
5.2	Not Susceptible for Award .....	9
5.3	Omitted or Incomplete Attachments.....	9
5.4	Eligibility for Evaluation and Negotiation.....	10
<b>6.0</b>	<b>EVALUATION OF OFFERS .....</b>	<b>10</b>
6.1	Offer Validity Period.....	10
6.2	Clarifications .....	10
6.3	Cost or Pricing Data.....	10
6.4	Evaluations.....	10
6.5	Negotiations.....	10
6.6	Financial Stability .....	10
6.7	Consideration of Exceptions.....	11
6.8	Consideration of Deviations.....	11
6.9	Consideration of Prompt Payment Discount.....	11
6.10	Consideration of Taxes.....	11
6.11	Consideration of Cost.....	11
6.12	Unit Price Prevails .....	11
6.13	Waiver and Rejection.....	11
<b>7.0</b>	<b>AWARD OF CONTRACT .....</b>	<b>11</b>
7.1	Best Advantage to State.....	11
7.2	Number of Types of Awards.....	11
7.3	Contract Inception .....	11
7.4	Contract Document Consolidation .....	11
<b>8.0</b>	<b>SOLICITATION OR AWARD PROTESTS .....</b>	<b>12</b>
<b>9.0</b>	<b>COMMENTS WELCOME .....</b>	<b>12</b>

..



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

# Standard Instructions to Offerors

## 1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

- 1.1 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").  
NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.  
The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:  
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>  
The Arizona State Legislature provides the official A.R.S. online at:  
<http://www.azleg.gov/ArizonaRevisedStatutes.asp>  
The Office of the Arizona Secretary of State provides the official A.A.C. online at:  
<http://www.azsos.gov/rules/arizona-administrative-code>
- 1.2 Attachment** "Attachment" means any item in **Part 4, Offer Forms**, of the Solicitation Documents that Offeror is required to submit as part of the Offer.
- 1.3 Clarifications** "Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
- 1.4 Contract** "Contract" is defined in paragraph 1.8 of the Uniform Terms and Conditions.
- 1.5 Contract Amendment** "Contract Amendment" is defined in paragraph 1.9 of the Uniform Terms and Conditions.
- 1.6 Contract Terms and Conditions** "Contract Terms and Conditions" is defined in paragraph 1.10 of the Uniform Terms and Conditions.
- 1.7 Contractor** "Contractor" is defined in paragraph 1.11 of the Uniform Terms and Conditions.
- 1.8 Evaluation** "Evaluation" means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.
- 1.9 Exhibit** "Exhibit" is defined in paragraph 1.22 the Uniform Terms and Conditions.
- 1.10 Negotiation** "Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and Abatement  
Services

Arizona Department of Environmental  
Quality

1110 W. Washington Street  
Phoenix, AZ 85007

- 1.11 Not Susceptible for Award** "Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
- 1.12 Offer:**  
**Initial Offer;**  
**Revised Offer;**  
**Best and Final Offer (BAFO)** "Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted.  
"Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315.  
"Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered.  
Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.13 Offeror** "Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
- 1.14 Person** "Person" is defined in paragraph 1.23 of the Uniform Terms and Conditions.
- 1.15 Pricing Document** "Pricing Document" means Section 2-B of the Solicitation Documents. Also known as Commercial Document as defined in the Uniform Terms and Conditions.
- 1.16 ProcureAZ** "ProcureAZ" is defined in paragraph 1.25 of the Uniform Terms and Conditions.
- 1.17 Procurement Officer** "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in ProcureAZ.
- 1.18 Responsible; Not Responsible** "Responsible" [offeror] means, per A.R.S. § 41-2531(14), that the relevant offeror has been determined by Procurement Officer to have the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. "Not Responsible" means that it does not (i.e., Procurement Officer has made a negative determination).
- 1.19 Responsive** "Responsive" [offer] means, following from A.R.S. § 41-2531(15), that the relevant offer has been determined by Procurement Officer to conform in all material respects to the Solicitation requirements.
- 1.20 Solicitation** "Solicitation" means this procurement solicitation, which State is issuing as either:  
1. An invitation for bids ("IFB") under A.R.S. § 41-2533;  
2. A request for proposals ("RFP") under A.R.S. § 41-2534;  
3. A request for quotations ("RFQ") under A.R.S. § 41-2535; or  
4. A request for qualifications under A.R.S. §41-2558.  
Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
- 1.21 Solicitation Amendment** "Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
- 1.22 Solicitation Summary** "Solicitation Summary" means Section 1-A of the Solicitation Documents.



## Request for Proposals

Solicitation No. ADEQ18-00007515  
Description:  
Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

### 1.23 Solicitation Documents; Part, Section; Exhibit; Tables; Annexes; Appendixes

"Solicitation Documents" means the documents that form the Solicitation, and which are divided for ease of reference and administration into "Parts," "Sections," "Sub-sections," and "Exhibits," as follows:

- PART 1 is the Summary and Instructions for the Solicitation; it contains:
  - SECTION 1-A, which is the Solicitation Summary;
  - SECTION 1-B, which are these Standard Instructions to Offerors.
- PART 2 are the Scope and Pricing Documents; they contain:
  - SECTION 2-A1, which is the Scope Document (Scope of Work) and Exhibits for Asbestos and Lead Consultant Services;
  - SECTION 2-A2, which is the Scope Document (Scope of Work) and Exhibits for Asbestos and Lead Abatement Services; and
  - SECTION 2-B, which is the Pricing Document for Asbestos and Lead Consultant and Abatement Services.
- PART 3 is the Contract Terms and Conditions; it contains:
  - SECTION 3-A, which is the Special Terms and Conditions;
  - SECTION 3-A-1, which is the Exhibit to Special Terms and Conditions – Insurance Requirements; and
  - SECTION 3-B, which is the Uniform Terms and Conditions.
- PART 4 are the Offer Forms (Attachments in Microsoft Word and Excel).

NOTE (1): Attachment Forms when issued for the Solicitation can have Annexes. Attachments when attached to an Offer can have Supplements that were created by Offeror, but neither the Attachment or the Supplement are part of the Solicitation Documents. Each Attachment Form and completed Attachment contains an index of any Annexes and Supplements that apply to it.

NOTE (2): Sections 2-A and 3-A each have Exhibits, which are indexed on their respective final pages. An Exhibit can have Tables and Annexes, which are indexed on its final page.

NOTE (3): Section 3-B has Appendices, which are indexed in the Special Terms and Conditions.

### 1.24 State

"State" is defined in paragraph 1.31 of the Uniform Terms and Conditions.

### 1.25 Subcontract

"Subcontract" is defined in paragraph 1.34 of the Uniform Terms and Conditions.

### 1.26 Subcontractor

"Subcontractor" is defined in paragraph 1.35 of the Uniform Terms and Conditions.

## 2.0 Solicitation Inquiries

### 2.1 Duty to Examine

Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.

### 2.2 Submission of Objections

Submit any objection to the Solicitation no less than 5 (five) business days before the Offer due date and time.



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

NOTE (1): A.A.C. R2-7-A901(C) requires that any protest based on alleged improprieties in the Solicitation be filed before the offer due date and time.

NOTE (2): An objection under this paragraph is not a protest under A.A.C. R2-7-A901 (although it might reflect an incipient protest), and therefore Procurement Officer's response to one is not a determination under A.A.C. R2-7-A901.

### 2.3 Submission of Potential Exceptions

If you want Procurement Officer to review and advise on any potential (i.e., pre-offer) exceptions to the Solicitation Documents, then submit them following the same instructions as given in paragraph 2.4 for inquiries no less than 5 (five) business days before the offer due date and time. Although you may, if you so choose, submit an Offer with exceptions (using Attachment 5-B [Conformance Statements]), doing so may affect whether or not the offer is determined Responsive or how it is scored in Evaluation (depending on the nature of the exception). Procurement Officer's pre-offer advice as to whether or not a potential exception might be deemed material (and thus likely resulting in a determination of Not Susceptible for Award) or might affect Evaluation (if it is significant but not material) is for convenience only – only a determination consistent with the Arizona Procurement Code is an official statement.

### 2.4 Submission of Inquiries

Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
  - by phone at (602) 542-7600, option 1; or
  - by email to [procure@azdoa.gov](mailto:procure@azdoa.gov).
2. Submit all other inquiries about the Solicitation using the online form under the **"Q&A" tab for the Solicitation in ProcureAZ**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted **after the Questions due date and time**.

### 2.5 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, Do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

### 2.6 Verbal or Email Responses

Do not rely on verbal or email responses to inquiries – those do not constitute a modification of the Solicitation.

### 2.7 Solicitation Amendments

Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.

### 2.8 Pre-Offer Conference

If the Solicitation Summary indicates that State will hold a Pre-Offer Conference, then the conference date, time and location are provided in ProcureAZ. The Solicitation Summary also indicates whether or not attendance at the conference is mandatory. If it is mandatory, then attendance at the conference is a prerequisite for the Offer to be Responsive. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Procurement Officer sufficiently in advance to make the necessary arrangements.



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

### 3.0 Offer Preparation

- 3.1 Online Documents** The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.
- 3.2 Electronic Submissions** When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval from the Procurement Officer prior to submitting files in any other format. The document being submitted shall be titled the same as it appears in ProcureAZ.
- 3.3 Deviations in Offer** When submitting an Offer, flag clearly any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged deviation will be deemed void upon submission.
- NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.
- 3.4 Evidence of Intent** Every one of your Offers must contain Attachment 1 [*Offer and Acceptance Form*] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.
- 3.5 Exceptions to Solicitation Documents** If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [*Conformance Statement*] **and also indicate that exceptions are being taken under the "Terms & Conditions" tab for the Solicitation in ProcureAZ.** Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.
- 3.6 Insurance and Bonds** Subject to paragraph 3.7, provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [*Insurance and Bonding Evidence*].
- If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Exhibit 1 to the Special Terms and Conditions [*Contractor Insurance Requirements*] on the grounds that it is confidential information, then you **must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A** [*Designation of Confidential Information*].
- Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.
- If you want to vet your proposed redactions with Procurement Officer prior to submitting an Offer, submit them no less than 5 (five) business days before the offer due date and time using the inquiries procedure set forth in in paragraph 2.4, Although you may, if you so choose, submit an Offer conditioned on redactions using Attachment 5-A [*Designation of Confidential Information*]), doing so may affect whether or not the offer is determined Responsive or how it is scored in Evaluation (depending on the nature of the redactions).



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and Abatement  
Services

Arizona Department of Environmental  
Quality

1110 W. Washington Street  
Phoenix, AZ 85007

Procurement Officer's pre-offer advice as to whether or not a potential redaction might be deemed material (and thus likely resulting in a determination of Not Susceptible for Award) or might affect Evaluation (if it is significant but not material) is for convenience only – only a determination consistent with the Arizona Procurement Code is an official statement.

### 3.7 Alternative Insurance Program

If your proposal is conditioned on an alternative insurance program (i.e., one that is not made up of traditional, placed policies in the form and substance called for in Exhibit 1 to the Special Terms and Conditions, such as self-insurance), then, in addition to indicating "NO" on Attachment 5-B [Conformance Statement], you must submit a comprehensive description of your proposed program as a Supplement to the attachment. In that supplement, document how your alternative program provides State a materially equivalent degree of protection compared to the mandatory program specified in the Solicitation.

Procurement Officer shall determine whether or not the proposed alternative program meets State's protection needs in the current circumstances, giving fair consideration to the growing use of alternative programs in industry. If Procurement Officer's reasonable determination is that the proposed alternative program does not meet those needs, then he or she may determine Offeror to be Not Responsible.

If you want to vet your proposed alternative insurance program with Procurement Officer before submitting your Offer, submit them no less than 5 (five) business days before the Offer due date and time using the inquiries procedure set forth in in paragraph 2.4. Although you may, if you so choose, submit your Offer conditioned on an alternate program using Attachment 5-B [Conformance Statement], doing so may affect whether or not the offer is determined Responsive or how it is scored in Evaluation (depending on the nature of the variances).

Procurement Officer's pre-offer advice as to whether or not the potential variances might be deemed material (and thus likely resulting in a determination of Not Susceptible for Award) or might affect Evaluation (if it is significant but not material) is for convenience only – only a determination consistent with the Arizona Procurement Code is an official statement.

### 3.8 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions. Identify taxes in your pricing as separate items by amount or by rate, as applicable, in Attachment 4 [Pricing Document] or the relevant Attachment Supplement.

### 3.9 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

### 3.10 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. § 6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

### 3.11 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and Abatement  
Services

Arizona Department of Environmental  
Quality

1110 W. Washington Street  
Phoenix, AZ 85007

despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

### 3.12 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

### 3.13 Cost of Offer Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

## 4.0 Submission of Offer

### 4.1 Required Offer Content

**Submit all of the Initial Offer content called for in the Solicitation Summary. To be Responsive, each Revised Offer or a Best and Final Offer must contain all of the Attachments indicated in the applicable Procurement Officer request for Revised Offer or request for Best and Final Offer. If Procurement Officer does not request that a Revised Offer or Best and Final Offer include revision of an Attachment from its initial or previously-revised form, as applicable, then (1) Offeror shall not submit any revision of that Attachment with the Revised Offer or a Best and Final Offer, and Procurement Officer will disregard any such unrequested revision and (2) that Attachment be valid in its initial or previously-revised form, as applicable, for the duration of the Revised Offer or Best and Final Offer validity period.**

### 4.2 Attachment Forms

If the Solicitation Summary indicates that a "Form" is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "See Attachment X Supplement (#1 of 2)", etc., and the additional document is clearly marked as "Attachment X Supplement (#1 of 2)," etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such "additional" document as an individual file and name the file to match the document title.

NOTE (3): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as "attachments" in ProcureAZ) as part of each Offer.

NOTE (4): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

### 4.3 Pricing

If there are specific "Items" (line items) for the Solicitation in ProcureAZ, then submit pricing for the Offer directly in ProcureAZ for each such Item. Unless the Solicitation Summary indicates otherwise, each **Offer must include a price, rate, multiplier, or discount for every Item** in order to be determined Responsive.



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

If a Pricing Document has been provided as an Attachment Form, then submit pricing for the Offer in the indicated blanks in that Attachment. Unless the Solicitation Summary indicates otherwise, each **Offer must include a price, rate, multiplier, or discount for every blank field** in order to be determined Responsive.

If no specific pricing input or form has been provided with the Solicitation, then submit pricing for the Offer in the form and format specified in Attachment 4 [Pricing Sheet]. If nothing is specified or if no Attachment 4 is included in the Solicitation documents, then submit pricing for the Offer in a form and format of your choosing that coherently and comprehensively presents the pricing being offered. Unless the Solicitation Summary expressly indicates otherwise, each **Offer must include a price, rate, multiplier, or discount for every item or service covered by the scope of the Solicitation** (or for an entire category of item or service, if pricing applies in that way) in order to be determined Responsive.

#### 4.4 Submission

Submit each Offer online in ProcureAZ at <https://procure.az.gov> prior to the "Bid Opening Date" indicated for the "Solicitation No." at the top of these Instructions to Offerors. State will not consider a proposal submitted by any other method other than ProcureAZ, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ. If the proposal is not submitted correctly, completely, and in conformance to these Instructions and the Solicitation Summary, then the Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.

#### 4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in ProcureAZ. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

#### 4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

#### 4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. Indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. Designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why **each item or category of items** in the proposal should be designated confidential information.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

#### 4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in ProcureAZ after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in ProcureAZ promptly after the opening date.

#### 4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. You did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. You do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

## 5.0 Responsible; Not Susceptible for Award

#### 5.1 Responsible

When determining whether or not you are Responsible under A.A.C. R2-7-C312, Procurement Officer may, further to the factors set forth therein, consider whether you have:

1. Had a contract within the last 5 (five) years that was terminated for cause due to breach or similar failure to comply with the terms of that contract; or
2. A record of performance that includes factual evidence of failure to satisfy the terms of your agreements with any party to a contract, with factual evidence consisting of documented vendor performance reports, customer complaints and/or negative references.

#### 5.2 Not Susceptible for Award

When determining whether or not your Offer is Not Susceptible for Award under A.A.C. R2-7-C311, Procurement Officer may, in assessing the compliance described in paragraph (A)(2) of that sub-section, consider whether your Offer:

1. Is sufficient for Evaluation;
2. Attempts to materially change the contents of the Solicitation;
3. Would limit State's rights or remedies if accepted;
4. Is subject to or includes unreasonable conditions, including conditions upon State necessary for its successful performance, with Procurement Officer being the sole determiner as to the reasonableness of a condition; or
5. Provides any misleading or inaccurate information.

#### 5.3 Omitted or Incomplete Attachments

If the Offer does not include all required Attachments, or if any Attachment has not been completed in conformance to the specific instructions on the applicable Attachment Form, then Procurement Officer may:

1. Instruct Offeror to provide the omitted documentation as a Clarification if the omission or incompleteness is of the nature of an inadvertent clerical mistake



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and Abatement  
Services

Arizona Department of Environmental  
Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

or reasonable and excusable misinterpretation of the relevant requirements as they were stated;

2. Further consider the Offer, but down-grade it as appropriate in Evaluation if the omission is significant but not material; or
3. Determine that the Offer is Not Susceptible for Award if the omission or incompleteness is material.

### 5.4 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

## 6.0 Evaluation of Offers

### 6.1 Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

### 6.2 Clarifications

Procurement Officer may request oral or written Clarifications from offerors as necessary when making determinations under Article 5, making Evaluation, conducting any Negotiations, and determining award under A.A.C. R2-7-C317.

### 6.3 Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility under paragraph 5.4 and award:

1. Submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. Determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and
3. Determination that the data is not defective under A.A.C. R2-7-705.

### 6.4 Evaluations

Procurement Officer shall make Evaluation of those offers determined to be eligible under paragraph 5.4.

### 6.5 Negotiations

Procurement Officer may conduct Negotiation with offerors whose offers have been determined to be eligible under paragraph 5.4. Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

### 6.6 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand



## Request for Proposals

Solicitation No. ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and Abatement  
Services

Arizona Department of Environmental  
Quality

1110 W. Washington Street  
Phoenix, AZ 85007

documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

- 6.7 Consideration of Exceptions** Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.
- 6.8 Consideration of Deviations** Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.
- 6.9 Consideration of Prompt Payment Discount** Procurement Officer shall credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
- 6.10 Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.11 Consideration of Cost** Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.12 Unit Price Prevails** In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
- 6.13 Waiver and Rejection** Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

## 7.0 Award of Contract

- 7.1 Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 Number of Types of Awards** State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.
- 7.3 Contract Inception** Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.
- 7.4 Contract Document Consolidation** State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded.

	<p align="center"><b>Request for Proposals</b>  Solicitation No. ADEQ18-00007515  Description:  Asbestos and Lead Consultant and Abatement Services</p>	<p align="center">Arizona Department of Environmental Quality  1110 W. Washington Street  Phoenix, AZ 85007</p>
---	---	---

Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

## 8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and the solicitation or contract number;
4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. the form of relief being requested.

## 9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,  
State Procurement Office, 100 North 15th Avenue, Suite 201  
Phoenix, Arizona, 85007

**End of Section 1-B**



**Request for Proposals**  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of Environmental  
Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Section 2-A1:  
**Scope Document (Scope of Work)**  
**Asbestos and Lead Consultant Services**

Date: July 20, 2017

**1. Background and Objectives**

The State of Arizona (The State) is seeking qualified environmental consulting firms to provide asbestos and lead consulting services. The Contractor(s) will be responsible for providing asbestos and lead surveys, development of specifications and drawings, remediation oversight services and other related environmental consulting services to Agencies/Organizations authorized to acquire services under this contract (Hereinafter "Using Agency"). The Contractor may also assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The consultant shall provide the professional services in accordance with the provisions and requirements described under this contract on an as needed, if needed basis.

**2. Scope of Work** The Consultant's work shall include, but shall not be limited to:

- 2.1 Inspect requested State facilities and/or facility components for asbestos containing materials (ACM); or lead containing materials (LCM),
  - 2.2 Develop recommendations for remedial action,
  - 2.3 Production of survey reports in accordance with timely laboratory analysis to identify the presence type and extent of ACM/LCM;
  - 2.4 Development of management plans or abatement project design/management to be used in site abatement contracts, specifications and engineering drawings;
  - 2.5 Construction administration services to manage abatement activities; Air monitoring;
  - 2.6 Air monitoring;
  - 2.7 Monitoring and evaluation of abatement activities; final clearance; and other project related services as requested by the State.
- 3. Regulatory Compliance** The Consultant shall comply with the requirements of all applicable Federal, State, County, or Local rules and regulations and any revisions which govern the services required under this contract. Applicable regulations include but are not limited to the following:
- 3.1 National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M
  - 3.2 Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E
  - 3.3 Occupational Safety and Health Administration (OSHA) 29 CFR Parts 1910 and 1926
  - 3.4 Housing and Urban Development (HUD) 24 CFR, Parts 5, 35, 58, 200
  - 3.5 Environmental Protection Agency (EPA) 40 CFR Part 745

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

**SECTION 2-A1: Scope Document**  
(Scope of Work)

Date: July 20, 2017  
Page 1 of 8

2



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and  
Abatement Services

**Arizona Department of  
Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

4. **Asbestos/Lead Survey** The Consultant shall provide surveys that meet at a minimum the following requirements.
- 4.1 The survey shall be performed by an individual accredited as an Asbestos Inspector for asbestos and EPA Inspector or Risk Assessor for Lead. The survey shall be performed in accordance with AHERA regulations for asbestos and EPA regulations for lead along with all other applicable federal, state and local regulations.
- 4.2 Comprehensive Building Asbestos Surveys shall conform to the American Society for Testing and Materials standard, ATSM E2356-09 (Standard Practice for Comprehensive Building Asbestos Surveys).
- 4.3 The purpose of the survey shall be to locate, inspect, assess, and sample all suspect materials where required. Identify all ACM as to type, condition, percent of asbestos content, and quantity. The inspection shall be performed in accordance with the requirements of OSHA and NESHAP and following the AHERA sampling protocol.
- 4.4 The following tasks shall be included in performance of Asbestos Surveys.
- 4.4.1 Review of existing facility plans and records for reference to asbestos used in construction or repair, if available.
- 4.4.2 Physically inspect facility and list all suspect materials.
- 4.4.3 Sample all suspect materials and submit the samples to an accredited laboratory for asbestos analysis by Polarized Light Microscopy (PLM).
- 4.5 The following tasks shall be included in performance of Lead Surveys.
- 4.5.1 Review of existing facility plans and records for reference to LCM used in construction and surface treatment.
- 4.5.2 Physically inspect facility and list all suspect materials.
- 4.5.3 Analyze paint by X-ray fluorescence (XRF) or submit paint chip samples to a qualified lab for analysis using an atomic absorption spectroscope (AAS).
- 4.5.4 A Toxicity Characteristic Leaching Procedure (TCLP) test shall be performed for all structures being demolished in order to characterize the demolition waste stream for disposal. The sample shall be composed of all representative components from the structure.
- 4.6 Survey reports shall be in a format similar to AHERA inspection reports for asbestos and adhere to the requirements of EPA 40 CFR Part 745 for Lead and shall include, but are not necessarily limited to the following:
- 4.6.1 The date of the inspection
- 4.6.2 Accredited person(s) performing inspection. (Include signature, state of accreditation, and license accreditation number)
- 4.6.3 Address and/or legal description and/or property description as required by Using Agency.
- 4.6.4 Physical description and use of the facility.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A1: **Scope Document** (Scope of  
Work)

Date: July 20, 2017

Page 2 of 8

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:  
Asbestos and Lead Consultant and  
Abatement Services

**Arizona Department of  
Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

- 4.6.5 Inventory of locations including but not limited to; Description and exact location of the materials sampled, date each sample was taken
- 4.6.6 Description of the manner used to determine sampling locations, name and signature of each accredited inspector who collected the samples.
- 4.6.7 Floor plans, maps or drawings depicting the site & location of structures, where samples were collected (one per each structure), depicting types and location of all ACM/LCM.
- 4.6.8 Photos are encouraged but may be required by using agency.
- 4.6.9 Measurements shall be in linear feet for TSI/pipes, square feet for surfacing, and cubic feet for volume.
- 4.6.10 Description of the condition of the material.
- 4.6.11 Risk assessment of exposure potential.
- 4.6.12 Abatement cost and duration estimates (may be required by the Using Agency).
- 4.6.13 Recommendations for ACMs/LCMs that are damaged or deteriorating.
- 4.6.14 Consultation with the Using Agency and/or monitoring for other contaminants that may affect the work place safety of work site and State employees.
- 4.6.15 Copies of the laboratory sample analysis reports and laboratory certifications.
- 4.6.16 Copies of the Chain of Custody sheet for all samples collected.
- 4.6.17 Copies of the Inspector(s) or Risk Assessor(s) certifications.
- 4.6.18 Photographs of sample locations and materials (optional upon request).

## 5. Management Plans

The Asbestos Consultant shall provide written management plans following AHERA protocol for public schools K-12 or similar as required by the Using Agency. The management plan, which is a site-specific guidance document that the Using Agency designated person must follow in managing the ACM present in each facility, shall be prepared by an accredited management planner in accordance to AHERA requirements. A management plan shall be updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspections and response action activities. The required elements of the Management Plan shall include, but not necessarily be limited to the following:

- 5.1 General Information - A list of the name and address of each building and whether the building contains friable ACM, non-friable ACM, assumed friable ACM, or assumed non-friable ACM.
- 5.2 Designated Person – The name, address, and telephone number of the designated person as required by AHERA and their training (course name, dates and hours of training).
- 5.3 Inspector Information - The date of inspection, name and signature of each accredited inspector making the inspection, state and accreditation number of each accredited inspector.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A1: **Scope Document** (Scope of  
Work)

Date: July 20, 2017

Page 3 of 8

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

## Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

- 5.4 Sampling Information – The description/diagrams of each building, date and exact location of each sample, homogeneous areas of assumed friable ACM and assumed non-friable ACM, methodology for determining sampling locations, name and signature of accredited inspector, accreditation information of inspector.
- 5.5 Assessment Information – A description of the assessments required by 40 CFR 763.88, name, signature and accreditation information of person making the assessment.
- 5.6 Response Action Information - A detailed description of preventive measure and response action to be taken, reasons for selecting the response action or preventative measure, schedule for beginning and completing each preventative measure or response action.
- 5.7 Information on ACM Remaining after Response Actions – A description or diagram of remaining ACM once response actions are undertaken. (Updated as soon as response actions are completed)
- 5.8 Future Activities - A written plan for re-inspection under 40 CFR 763.85, an operations and maintenance plan as required in 40 CFR 763, periodic surveillance under 40 CFR 763.92, additional cleaning recommendations and response.
- 5.9 A cost estimate of the response actions.

### 6. Abatement Project Design

The Consultant shall designate one individual with a technical background and experience in similar asbestos/lead environmental projects to act as the Project Manager.

- 6.1 Consultant personnel who prepare the abatement project design shall be accredited as follows:
  - 6.1.1 Asbestos Abatement Project Design: AHERA Project Designer (For Regulated ACM)
  - 6.1.2 Lead Abatement Project Design: EPA Lead Project Designer or Lead Supervisor
- 6.2 The Consultant shall develop a project design that is site specific and includes the following minimum requirements.
  - 6.2.1 Identify the materials to be abated and provide NESHAP category, OSHA class of work, and approximate quantities for each.
  - 6.2.2 Provide abatement cost and duration estimates based on current conditions as determined during site inspections as required by Using Agency. The project duration shall be kept as short as possible and timing of each abatement activity shall be coordinated with the Using Agency to minimize negative impacts on the facility use.
  - 6.2.3 Prepare drawings that show or describe the manner and configuration for the containment work area or regulated work area.
  - 6.2.4 Specify where temporary barriers are to be installed. Identify what surfaces or items shall be protected during abatement and covered with other temporary barriers, such as polyethylene sheeting, and specify the minimum requirements for materials and their installation.
  - 6.2.5 Reference applicable regulations for minimum acceptable work methods, and provide specific work methods where necessary.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A1: **Scope Document** (Scope of Work)

Date: July 20, 2017

Page 4 of 8

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

## Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

- 6.2.6 List the sequence in which abatement should proceed, from containment prep, gross removal, cleaning, visual inspections, etc., and identify points where the Consultant will inspect work before the next phase of work can proceed.
- 6.2.7 Specify where the Abatement Contractor may request assistance from the Using Agency such as for the removal of windows, shut-down of HVAC or other utilities. Coordinate with the Using Agency to determine how the Abatement Contractor shall submit such requests.
- 6.2.8 List all documents the contractor shall provide to the consultant before the start of work and after the completion of abatement.

### 7. **Abatement Project Oversight/Management**

- 7.1 The Consultant shall provide the State with full time oversight and air monitoring of ACM and/or LCM abatement projects in accordance with this contract and other site specific specifications where developed. The Consultant shall be the Using Agency's Representative at the abatement project worksite, and shall have all the necessary authorities and responsibilities to ensure compliance with contract specifications and regulatory requirements. In the event there is a situation that would require work stoppage, the consultant should take action and immediately notify the Using Agency's Representative of the situation. These situations shall include but are not limited to improper abatement methods and unsafe work practices. The Consultant shall allow authorized Using Agency representatives access to the work site, materials, records, or any other relevant data specified herein and, furthermore, the Consultant shall provide proper facilities for such access and inspection.
- 7.2 Consultant personnel who provide abatement project oversight management services shall hold the following accreditations:
- 7.2.1 ACM Abatement Management: AHERA Contractor/Supervisor
- 7.2.2 LCM Abatement Management: EPA Inspector
- 7.2.3 LCM Clearance Testing:
- 7.3 The Consultant or his/her authorized representative shall be on the site **at all times** to coordinate project activities. The State shall have the right to review any and all credentials of individuals proposed as authorized representatives and the right to accept or reject any individual not in compliance with State guidelines.
- 7.4 The Consultant shall monitor for other anticipated contaminants that may affect the work place safety of work site and Using Agency employees as required by the Using Agency.
- 7.5 The Consultant shall document the discussions of project meetings and provide copies of meeting minutes to all attendees.
- 7.6 The Consultant shall be responsible for checking the Abatement Contractor's employee records to ensure all medical records, training and certifications are current and available on-site. The Consultant shall have at the project site a copy of the written safety, respiratory protection, and hazard communications program manuals.
- 7.7 The Consultant shall ensure that all barriers, signs, and appropriate labels are posted as required pursuant to any and all regulations.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A1: **Scope Document** (Scope of Work)

Date: July 20, 2017

Page 5 of 8

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**

Solicitation No.

ADEQ18-00007515

Description:

**Asbestos and Lead Consultant and Abatement Services**

**Arizona Department of Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

- 7.8 The Consultant shall inspect the Abatement Contractor's work area preparation for completeness and to ensure that it complies with industry standards, regulatory requirements, the requirements of applicable contracts, and project specific specifications.
- 7.9 The Consultant shall monitor Contractor performance and work methods to ensure compliance with applicable regulations.
- 7.10 The Consultant shall provide recommendations and assessments of abatement work as needed to assist the Using Agency with the proper execution of the project.
- 7.11 The consultant shall maintain a daily project log with at least hourly entries to include descriptions of the following:
- 7.11.1 Work being performed including area where work is being performed and abatement methods
  - 7.11.2 Personal protective equipment being employed
  - 7.11.3 Containment condition/integrity
  - 7.11.4 HEPA air filtration equipment operation
  - 7.11.5 Problem incidents and their resolution
  - 7.11.6 Results of any other inspections in progress
- 7.12 The Consultant shall prepare a final report including a narrative description of:
- 7.12.1 The scope and progression of abatement (dates of work and ACM and LCM removed)
  - 7.12.2 The abatement work and methods, oversight services provided by the Consultant, schedule and dates of work, and details pertinent to the reconstruction and understanding of the work performed. The Consultant may use existing report formats provided that all needed information is provided.
  - 7.12.3 All Abatement Contractor closeout documents (including waste manifests, supervisor logs, containment logs, sign-in logs, personal air monitoring results, etc.).
  - 7.12.4 Drawings and/or photos that depict the location of ACMs / LCMs that were abated.
  - 7.12.5 All monitoring results including locations, and a discussion of results.
  - 7.12.6 Consultant hourly and daily logs from each day of oversight.
  - 7.12.7 Copies of certifications for all Consultant personnel who provided oversight services.
- 7.13 The Consultant shall perform the following additional inspections, monitoring, and reporting activities:
- 7.13.1 Monitor water filtration devices and ensure five (5) micron final filters are used. (Asbestos)
  - 7.13.2 Collect perimeter and work area air samples during abatement and use the results as a quality control measure.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

**SECTION 2-A1: Scope Document (Scope of Work)**

Date: July 20, 2017

Page 6 of 8

**2**

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

## Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

7.13.3 The Consultant shall be responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect the scheduled completion of the work.

7.13.4 Air monitoring shall be performed according to the following requirements:

- Final clearance air monitoring shall be done in all enclosures when required by regulations. Analysis shall be by Phase Contrast Microscopy (PCM) unless otherwise specifically stated. Air sample results shall be available on the job site within 24 hours or sooner if specified by Using Agency. (Asbestos)
- All final clearance air samples shall be to the AHERA standard of 0.01 f/cc before the enclosure can be removed and the area reoccupied. If transmission electron microscopy (TEM) is used for final air clearance, the fiber count shall be less than 70 structures/millimeter squared for all areas that will be reoccupied. (Asbestos)
- All Asbestos Consultant personnel that analyze PCM air samples on a job site shall hold NIOSH 582 certification, participate in the Asbestos Analysts Testing Program certification administered by the American Industrial Hygiene Association (AIHA), and be listed on the AIHA Asbestos Analysts Registry. (Asbestos)
- When friable materials are removed prior to demolition of structures, the fiber count shall be equal to, or less than, 0.01 f/cc before the enclosure can be removed. (Asbestos)
- Clearance sampling for lead shall be by wipe/soil methods as applicable. Clearance criteria shall be according to HUD Guidelines 1997 and analyzed by Flame Atomic Absorption Spectrometry.
- Manometer(air differential) readings
- Indications of airflow into containment.

7.14 The Consultant shall monitor the dismantling of containment barriers and engineering controls to ensure no visible debris related to the abatement work remains, including non-ACM / LCM debris. Prior to asbestos removal the Consultant is responsible to ensure the Abatement Contractor notifies ADEQ, designated county agencies, and the Using Agencies, if requested. The notification form shall comply with 40 CFR, Part 61, Sub-Part M. Following completion of the abatement, the consultant shall provide the PM with written confirmation (email/ clearance letter) that the project has passed inspection and air clearance protocols and teardown is complete.

7.15 The Consultant shall ensure that all visible debris and ACM / LCM waste has been removed. Lab reports and recommendations related to the project shall be submitted to the Using Agency prior to final payment.

### 8. Using Agency Responsibilities

The Using Agency requesting services under this contract shall provide the Asbestos Consultant specific written information concerning the project. The request may be in the form of a Task Assignment. The request by the Using Agency may include the description of the site where services are required, site drawings, construction records, purpose of project, other contractors whose work they will be monitoring and coordination of other activities and site use. If the request does not provide all necessary information, the Using Agency shall provide the Consultant access to any relevant information that is available.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A1: **Scope Document** (Scope of Work)

Date: July 20, 2017

Page 7 of 8

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**  
Solicitation No.  
ADEQ18-00007515  
Description:  
Asbestos and Lead Consultant and  
Abatement Services

**Arizona Department of  
Environmental Quality**  
1110 W. Washington Street  
Phoenix, AZ 85007

**THIS PAGE LEFT BLANK**

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

**SECTION 2-A1: Scope Document (Scope of  
Work)**  
Date: July 20, 2017  
Page 8 of 8

**2**

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of Environmental  
Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Section 2-A2:  
**Scope Document (Scope of Work)**  
**Asbestos and Lead Abatement Services**

Date: **July 20, 2017**

**1. Background and Objectives**

The State of Arizona (The State) is seeking qualified environmental abatement firms to provide asbestos and lead abatement services. Asbestos and/or lead removal and demolition requires sophisticated procedures including isolation of building HVAC system; evacuation of the space; and stringent containment, decontamination, and disposal of the asbestos/lead containing waste material. Contractors shall have the ability to provide for the removal, management, and disposal of asbestos and/or lead material at various sites throughout the state. The Contractor may need to assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The Contractor shall provide the following professional services in accordance with the provisions and requirements stated in this document.

**This Scope of Work includes the abatement of asbestos and/or lead containing material and does not include construction other than that needed in repairing and re-establishment of work area to original condition prior to abatement activities.**

**2. Regulatory Requirements** The Consultant's work shall include, but shall not be limited to:

- 2.1 The Contractor shall comply with the requirements of all applicable Federal, State, County, or Local rules and regulations and any revisions which govern the services required under this contract. Applicable regulations include but are not limited to the following:
- National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M
  - Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E
  - Occupational Safety and Health Administration (OSHA) 29 CFR Parts 1910, 1919 and 1926
  - Housing and Urban Development (HUD) 24 CFR, Parts 5, 35, 58, 200
  - Environmental Protection Agency (EPA) 40 CFR Part 261, 402-404, 745
  - Maricopa County NESHAP: Rule 370, Section 301.8
  - Arizona Hazardous Waste Management: 49 ARS 922
  - Local Landfill Requirements
  - All other applicable Federal, State, County and Local rules and regulations
- 2.2 The Contractor shall retain all current copies of the regulations stated above on each site when work is being accomplished.
- 2.3 If required by regulations, the Asbestos Abatement Contractor shall provide the appropriate County, State, and/or Federal NESHAP coordinator and the Using Agency, if requested, with the necessary written 10 day notification prior to implementation of asbestos removal.
- 2.4 The Abatement Contractor shall meet with the Using Agency's designated representative(s) and the Asbestos/Lead Consultant to review the schedule of work and specify special needs. At that time, the Abatement

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

**SECTION 2-A2: Scope Document (Scope of  
Work)**

Date: July 20, 2017  
Page 1 of 7

**2**



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of  
Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

Contractor shall identify a project supervisor who shall be on-site for the duration of the project with authority to act as the Abatement Contractor's authorized representative. All individuals performing work under this contract shall possess a current certification as:

- AHERA Contractor/Supervisor for asbestos abatement or
- EPA Lead Supervisor for lead abatement
- AHERA Worker Certification for all asbestos abatement workers/laborers
- EPA Lead Worker Certification for all lead abatement workers/laborers

- 2.5 The Abatement Contractor shall retain all current certifications of all required training on site when work is being performed under this contract.
- 2.6 The Abatement Contractor shall have a copy of their written hazard communication (to include copies of material safety data sheets), safety program, and respiratory protection programs, and any other applicable written programs required by OSHA on site when work is being performed.
- 2.7 The Abatement Contractor shall ensure that medical examinations required under asbestos regulations are current for all employees involved in each project.

### **3. Project Management**

- 3.1 The Abatement Contractor shall provide services in support of abatement activities at various Using Agency's facilities which may pose a liability to the State of Arizona. These services shall include, but are not necessarily limited to initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination. When the Abatement Contractor is being retained to perform work under the project management of an Asbestos or Lead Consultant, the Consultant will be the primary contact for the project unless otherwise specified.
- 3.2 The Abatement Contractor shall provide any or all of the contract services as stipulated by the task assignments issued by the Using Agency for the specific project. Such services shall be provided in a manner specified or approved by the State of Arizona to the satisfaction of the Using Agency. The contractors shall supply the personnel, materials, and equipment required in performance of the services required under this contract.

### **4. Abatement Project Request**

- 4.1 At the request of the Using Agency and prior to submitting a Task Assignment Proposal for performing the work, it shall be the Contractor's responsibility to visit the project site, to adequately determine the following:
- 4.1.1 the physical conditions of the site, availability of water and utilities, accessibility, storage and handling of equipment and materials, and any other factors that may affect the performance of abatement activities.
- 4.1.2 the location, character, and quantities of asbestos / lead containing materials (ACM/LCM), as well as the location, character, and quantities of other surface and subsurface materials or obstacles that will be encountered. This information shall be determined by visual and physical observations of the site and shall include exploratory work performed by the Using Agency or the Consultant as well as information obtained in the performance of this Scope of Work.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A2: **Scope Document** (Scope of  
Work)

Date: July 20, 2017

Page 2 of 7

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

## Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

- 4.2 The Using Agency requesting abatement services shall provide to the Abatement Contractor a Project Scope of Work containing specific information pertaining to the project, including but not necessarily limited to the following:
- 4.2.1 Location of the site (e.g. physical address, mile marker) where abatement services are requested. The Using Agency shall include a specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.).
  - 4.2.2 Drawing(s) of the area to be abated and/or a map(s) stating the location of the building(s) to be abated.
  - 4.2.3 Copy(s) of survey report(s) including all lab test results identifying the ACM/LCM and the condition of the condition of the materials, the type and quantity of asbestos present.
  - 4.2.4 Purpose for the project: removal/ cleanup, repair or maintenance.
  - 4.2.5 Job specific requirements for cleaning and removal (e.g. furnishings, carpet, electrical fixtures, and non-movable objects).
  - 4.2.6 Known hazards associated with the project such as hot/cold pipes, surfaces, confined space entry, chemical, electrical, and physical hazards that may be present shall be identified by the contractor.
  - 4.2.7 Requirements for replacement materials.
  - 4.2.8 The contractor shall confirm the availability of water, power, drains, and space for setting up work stations, supplies and waste trailers.
  - 4.2.9 The Using Agency may provide utilities for the Abatement Contractor's use on a case by case basis.
  - 4.2.10 Identification of the Using Agency's designated representative(s).
  - 4.2.11 The contractor shall provide a time schedule with milestone requirements for the project.
  - 4.2.12 Walk-through conference with the Abatement Contractor prior to implementation of the project.
- 4.3 The Contractor shall also consider any specific requirements or work procedures developed by the Consultant and the required steps necessary to comply with those requirements. Any failure by the Abatement Contractor to acquaint himself with available information does not relieve the Abatement Contractor from the responsibility of properly estimating the cost and degree of difficulty of successfully performing the abatement work. Information regarding material type, location, or quantity that is made available by the State or its Consultant(s) is informational only. Neither the State nor its Consultant(s) is responsible for any conclusions or interpretations made by the Abatement Contractor based on this information.
5. **Abatement Project**
- 5.1 The Abatement Contractor shall report directly to the Using Agency Project Manager, Project Coordinator, or the Asbestos/Lead Consultant as directed by the Using Agency.
  - 5.2 The Abatement Contractor shall furnish a written estimate based upon the firm, fixed prices stated in this contract for each Project Scope of Work. Once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price shall govern the overall project and the Using Agency shall not be obligated to honor

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A2: **Scope Document** (Scope of Work)

Date: July 20, 2017

Page 3 of 7

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

## Arizona Department of Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

any additional estimates or amendments to the project without a fully executed change order to the Scope of Work.

- 5.3 The Abatement Contractor shall be required to complete all work within the stipulated time frame as outlined by the estimate.
- 5.4 The Using Agency Representative shall have full and final authority for, but not limited to the following:
- Determination of project completion.
  - Review and approval of work schedules.
  - Approval of clean-up procedures.
  - Approval of the use of certain equipment, personnel, materials, services, and/or procedures.
  - Establishment of proper safety protocol.
  - Stop work orders for conditions concerning personnel safety, environmentally unsafe activities, procedures, or unnecessary work.
- 5.5 For projects without Asbestos/Lead Consultant oversight, the completion of project field work shall be upon removal and disposal of all ACM/LCM, substances, and related abatement project materials and equipment, subject to approval by the Using Agency Project Manager.
- 5.6 The completion date of asbestos abatement projects shall not exceed the dates specified in the NESHAP notification.
- 5.7 Copies of any revisions to the NESHAP notification for asbestos abatements including an explanation shall be forwarded to the Using Agency Project Manager/Representative.
- 5.8 The scheduling of a project shall be at the convenience of the Using Agency.
- 5.9 The Abatement Contractor shall keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract, and shall include such record with the final invoice for services. These closeout documents shall include a final report including a description of the Scope of Work, waste manifests, supervisor logs, containment logs, sign-in logs, and personal air monitoring results, safety meeting records, and personnel certifications and medical monitoring approval.
- 5.10 When an Asbestos Consultant has been retained for the project, the Abatement Contractor shall forward the close out documents to the Asbestos Consultant.
- 5.11 Health and Safety Program
- 5.11.1 The Contractor shall, as required by Task Assignment on an as-needed if-needed basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractors or subcontractors' employees as required.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A2: **Scope Document (Scope of Work)**

Date: July 20, 2017

Page 4 of 7

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



## Request for Proposals

Solicitation No.

ADEQ18-00007515

Description:

Asbestos and Lead Consultant and Abatement Services

Arizona Department of  
Environmental Quality

1110 W. Washington Street  
Phoenix, AZ 85007

5.11.2 The Contractor shall have an existing health and safety program which shall comply with OSHA (reference 29 CFR 1910.120 and/or 29 CFR 1926.1101 as applicable) and EPA standards (per CERCLA and/or RCRA) and shall include, but not be limited to the following:

### 5.11.3 OSHA/Safety Training

All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination shall be in compliance with the Occupational Safety and Health Administration (OSHA). OSHA specifications for this training are covered in Title 29 of the Code of Federal Regulations, Part 1910 (29 CFR 1910) as amended or in a successor reference.

## 6. Work Area Preparation

- 6.1 The Abatement Contractor shall establish regulated areas in accordance with all applicable Federal, State, County and Local regulations.
- 6.2 The Contractor shall post warning signs at each entrance to the work area. These signs shall inform of the dangers of exposure to asbestos and/or lead, and shall meet sign requirements as specified:
- Asbestos: 29 CFR 1926.1101(k)
  - Lead: 29 CFR 1926.62(m) (2)(i)
- 6.3 When the Abatement Contractor has taken out equipment to be saved (detachable electrical, heating, ventilation equipment, and other items located on or around the ACM/LCM), the Abatement Contractor shall clean, handle, and store these items in an undamaged condition. The Using Agency shall provide any special instructions for reinstalling all such items.
- 6.4 When removing detachable items prior to removal of ACM/LCM from buildings, all such items shall be thoroughly cleaned by wet wiping or HEPA filter vacuum. These items shall be stored in such a manner so as to prevent damage.
- 6.5 The Abatement Contractor shall have a sufficient number of "inspection viewing windows" on all abatement projects requiring enclosures.
- 6.6 The Asbestos Abatement Contractor shall provide monitoring to ensure that negative air pressure is maintained inside the enclosure when it is used. A minimum of  $-0.02$  column inches of water pressure differential, relative to the outside pressure, shall be maintained within the negative pressure enclosure as evidenced by manometric measurements.

## 7. Materials, Equipment and Employees

- 7.1 The Abatement Contractor shall supply all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and all items necessary for the abatement of asbestos containing or contaminated materials and restoration of work areas as required by this contract.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A2: **Scope Document** (Scope of Work)

Date: July 20, 2017

Page 5 of 7

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**  
Solicitation No.  
ADEQ18-00007515  
Description:  
Asbestos and Lead Consultant and  
Abatement Services

**Arizona Department of  
Environmental Quality**  
1110 W. Washington Street  
Phoenix, AZ 85007

- 7.2 The Abatement Contractor shall use competent professionals in performance of all work under this contract. This includes but is not limited to all work done by subcontractors, superintendents, foremen, skilled and unskilled employees employed by the Abatement Contractor.
- 7.3 Other Abatement Contractor personnel and subcontractor personnel not employed for asbestos abatement and working in an adjacent area, shall be informed of the locations and presence of ACM/LCM as set forth by Federal and State OSHA regulations.
- 7.4 Both the Using Agency and Asbestos/Lead Consultant has the authority to stop abatement activities at any time upon the determination that conditions are not within project specifications, applicable regulations, or unsafe conditions exist. The decision to stop work is solely at the discretion of the Using Agency or the Asbestos/Lead Consultant. Abatement work that has been ordered stopped shall not continue until the conditions have been corrected to the satisfaction of the Using Agency. Standby time occurring during such a stop work condition shall be at the Abatement Contractor's expense.
- 8. Air Monitoring**
- 8.1 Personal air monitoring of employees inside regulated areas shall be required in accordance with applicable regulations.
- 8.2 The Asbestos Contractor shall comply with the following monitoring requirements:
- 8.2.1 Area monitoring as may be needed to control the site in and/or adjacent to the points of entry, and exits from the regulated area, and in the vicinity of the negative air from the time it is established, and until final clearance is demonstrated.
- 8.2.2 Final clearance for abatement projects shall show fiber concentrations equal to or less than the AHERA clearance concentration of 0.01 f/cc (by PCM) or 70 str/mm<sup>2</sup> (by TEM).
- 8.2.3 The Asbestos Consultant shall be responsible for final air clearance when said services have been retained by the Using Agency. Should the clearance air monitoring need to be repeated due to a failure to meet AHERA air clearance criteria, all associated costs, including the cost of additional Asbestos Consultant fees shall be at the expense of the Abatement Contractor.
- 8.3 Final clearance for lead abatement shall be by wipe/soil methods as applicable. Clearance criteria shall be according to HUD Guidelines 1997 and analyzed by Flame Atomic Absorption Spectrometry.
- 8.4 Records of the air monitoring and the results shall be available on-site, as soon as they are finalized.
- 8.5 A Project close-out report of all air monitoring data shall be submitted to the Using Agency representative or the Consultant at the end of the project. The Abatement Contractor shall furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for Abatement services shall be contingent upon receipt and acceptance of the Project close-out report.
- 9. Re-Establishment and Repair of Existing Surface and Work Area**

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

SECTION 2-A2: **Scope Document** (Scope of  
Work)  
Date: July 20, 2017  
Page 6 of 7

2

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**

Solicitation No.

ADEQ18-00007515

Description:

**Asbestos and Lead Consultant and Abatement Services**

**Arizona Department of Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

- 9.1 As determined by the nature of each project, existing areas that require repair must be identified prior to the implementation of the project. Areas that require repair due to asbestos/lead removal must be identified, and the Using Agency notified in writing as to the extent of the repairs required.
- 9.2 Re-establishment of the work area shall only occur following the completion of all cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Using Agency Project Manager and/or Consultant.
- 9.3 The Contractor shall, as necessary, re-install all non-stationary items that were temporarily removed during the abatement process, and shall ensure that all such items are in the same condition as when they were removed.
- 9.4 The Contractor shall, as necessary, re-establish to proper working order all mechanical, heating, ventilation, and air conditioning, lighting, and electrical systems that were shut down during the abatement process.
- 9.5 The Contractor shall repair to original condition all areas damaged as a result of his activities or the activities of his employees. Remove all glue, tape residues, and any trash resulting from abatement.
- 9.6 The Asbestos Abatement Contractor shall apply encapsulants to surfaces where regulated asbestos containing material (RACM) was removed.
- 10. Completion of Project**
- 10.1 The Abatement Contractor shall be responsible for all site inspections, estimations of quantity of work, and recognition of unusual or special situations, which may affect a timely and scheduled completion of the work.
- 10.2 The Using Agency's representatives shall have access to the work site, materials, records, or any other relevant data. The Abatement Contractor shall provide proper facilities for such access and inspection.
- 10.3 After the Abatement Contractor has cleaned the abated area and before final clearance testing is performed, the Consultant in conjunction with the Abatement Contractor shall inspect the area. During this inspection, areas that need further cleaning/refinement shall be identified. Any additional work must be performed prior to the final clearance testing.
- 10.4 The Asbestos Abatement Contractor shall ensure the negative air system remains in continuous operation until results of air clearance tests prove that the airborne fiber level is below 0.01 f/cc or predetermined clearance air level.
- 10.5 Application of new surface treatment, if required shall be specified by the Using Agency and shall be done in accordance with the standards specified. If required by the Using Agency, reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.
- 10.6 The Abatement Contractor shall conduct an inspection to ascertain that all work, including containment tear down, has been accomplished pursuant to the project. The final inspection shall include the Asbestos/Lead Consultant and the authorized Using Agency representative, as well as other required representatives.
- 10.7 All regulated waste must be disposed of in an approved waste disposal site in accordance to all applicable regulations.

PART 2 of the Solicitation Documents:  
Scope and Pricing Documents  
Template version 1.3.1 (13-Jan-2017)

**SECTION 2-A2: Scope Document (Scope of Work)**

Date: July 20, 2017  
Page 7 of 7

**2**

Available online at:  
[Procure.AZ.gov](http://Procure.AZ.gov)



**Request for Proposals**  
 Solicitation No.  
**ADEQ18-00007515**  
 Description:  
**Asbestos and Lead Consultant and Abatement Services**

**Arizona Department of Environmental Quality**  
 1110 W. Washington Street  
 Phoenix, AZ 85007

**Section 2-B:  
 Pricing Document**

Date July 20, 2017

**1.0 Compensation**

1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

<input checked="" type="radio"/>	Firm-Fixed-Price
----------------------------------	------------------

1.2 **FIXED-PRICE.** The firm-fixed-price (interchangeably referred to as lump sum or stipulated sum) is the amount or amounts shown in Attachment 4 of Part 4 of this Solicitation: Pricing Sheet, each of which will be Contractor’s complete and total compensation for carrying out the relevant portion of the Work that it covers and will not be subject to any adjustment on the basis of Contractor’s cost experience in performing under the Contract.

1.2.1 Except as expressly stated otherwise in the Solicitation, Contractor is, on the basis in subparagraph 1.2.2, deemed to have allowed in each firm-fixed price correct and sufficient amounts to cover all its obligations under or arising from the Contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the Work that it covers within any time for performance specified in the Scope Document (Section 2-A of the Solicitation Documents).

1.2.2 If applicable, Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the Work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by Persons other than State, and any necessary interfaces with others.

**2.0 Pricing**

2.1 **CONTRACTOR’S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachment 4 of Part 4 of this Solicitation: Pricing Sheet, including any subsequent agreed amendment to it (the “Contract Pricing”), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment, materials and services.

2.1.1 That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor’s Best Pricing for equivalent items of equipment, materials and services is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

PART 2 of the Solicitation Documents:  
 Scope and Pricing Documents

**SECTION 2-B: Pricing Document**

Date: July 20, 2017  
 Page 1 of 3

- 2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2 NO ADJUSTMENT. All prices and rates in Attachment 4 of Part 4 of this Solicitation: Pricing Sheet, or Orders if and to the extent they differ from those in the Pricing Sheet, will be valid for the maximum aggregate term of the Contract, and will not be subject to revision for inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

### 3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

### 4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices, per job, weekly or monthly as requested by the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Contractor Remit-to address	●
State contract number and Release # (typically ProcureAZ PO#)	●
Invoice number and date	●
Applicable payment terms	●
Date the service was performed	●
Description of service performed	●
Quantity delivered or hours billed	●
Item's contract price and extended pricing	●
Taxes (as a separate invoice line item) – if applicable	●
Upcharge shipping/freight, etc. (as a separate invoice line item)	If applicable
Total invoice amount due	●

- 4.3 INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Task Order;
  2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
  3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully executed.
- 4.4 SUBMITTING INVOICES. Contractor shall submit each invoice to the ordering Eligible Agency or Co-Op Buyer in accordance with the provisions of Part 2, Section 2-A, Paragraph 4.7.3.3. Every

invoice may be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

- 4.5 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 4.5.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.5.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
  - (b) do not reference the correct State contract number; or
  - (c) are payable to any Person other than the Contractor.
- 4.5.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.6 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
1. substantiation of hours worked using:
    - a. a detailed daily timesheet;
    - b. itemization to the task level; and
    - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
  2. authorizations and receipts for all allowable reimbursable items being invoiced; and
  3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

## 5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions.
- 5.2 JOINT CHECKS OR DIRECT PAY. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/afis/vendor-information>

**End of Section 2-B**

**End of Part 2**



### Request for Proposals

Solicitation No.  
**ADEQ18-00007515**

Description:  
**Asbestos and Lead Consultant  
and Abatement Services**

**Arizona Department of  
Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

## SECTION 3-A: Special Terms and Conditions

Date: July 20, 2017

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

#### MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

#### 3.14 Orders

**3.14-S1 USE OF THE CONTRACT.** The Contract is to be used as follows (indicated by the "●" mark):

<input type="radio"/>	The Contract is a "single-agency/single-use" contract for the exclusive use of _____ for a single purchase, project, or assignment (referred to internally as "_____").
<input checked="" type="radio"/>	The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.  The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services ( <u>Subpart 16.5 of the Federal Acquisition Regulation</u> provides reference explanations).

#### MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

#### 3.14 Orders, continued

**3.14-S2 ORDERING METHODS.** Unless a particular ordering method is specified in the Commercial Document, Contractor shall receive Orders by the methods indicated by an "●" mark below.

**3.14-S2(a)** The choice of method in each instance will be at the discretion of each Eligible Agency or Co-Op Buyer if more than one method applies to the Contract.

**3.14-S2(b)** Contractor shall bear the responsibility for and costs of set-up, maintenance, and support for the indicated methods; The Eligible Agency or CO-OP Buyer will not be liable for any separate set-up, service or system maintenance charges on top of the contractual item prices unless expressly stated otherwise in the Commercial Document.

<input checked="" type="radio"/>	Online through ProcureAZ by "releasing" established Contract "Items."
<input type="checkbox"/>	Online through the following Contractor-provided and Contractor-maintained secure ecommerce website or other online end-user order handling system, which must be configured to prevent ordering of off-contract or excluded items:



### Request for Proposals

Solicitation No.  
**ADEQ18-00007515**

Description:  
**Asbestos and Lead Consultant and Abatement Services**

**Arizona Department of Environmental Quality**

1110 W. Washington Street  
Phoenix, AZ 85007

#### MODIFIED or ADDED Provision

- Online through the following third party or Subcontractor provided and maintained secure ecommerce website or other online end-user order handling system, which must be configured to prevent ordering of off-contract or excluded items:
- By a Contractor-provided, staffed toll-free telephone number available in **select** 24/7/365 between **start hour** a.m. MST and **end hour** p.m. MST on every **day** through **day**, **select** holidays:  
**enter number(s)**
- By a Contractor-provided dedicated or monitored secure email address for ordering:  
**enter address.**
- By bank-issued purchasing card or business credit card ("P-Card") at either a physical point-of-sale or by telephone, fax, or online. Contractor shall pay any fees or commissions charge by the P-Card carrier, and shall not charge any additional amounts for Orders made by P-Card.
- By hard copy purchase orders by **select**.

#### MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

**3.14 Orders, continued**

**3.14-S3 EXCLUSIVITY.** Exclusivity of scope or location applies as indicated by the "●" mark below:

- The Contract has been awarded with the understanding and agreement that it is for the sole convenience of State, and State reserves the right to obtain like materials or services from another source when necessary without penalty or obligation.
- The Contract has been awarded with the understanding and agreement that it is exclusive to Contractor for the combination of products and delivery/service locations the Contract covers, subject to the *Exclusivity Agreement* that is Exhibit 3 to these Special Terms and Conditions.

APPEND the following to the referenced paragraph:

**5.3 Contract Changes**

**5.3 Changes**

- ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the State. All changes shall be documented in advance by a formal Contract Amendment signed by the Procurement Officer and Contractor.



## Request for Proposals

Solicitation No.  
ADEQ18-00007515

Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

**Arizona Department of  
Environmental Quality**  
1110 W. Washington Street  
Phoenix, AZ 85007

### MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

**6.2 Insurance**

**6.2-S1** Contractor shall provide the insurance specified in Exhibit 1 to these Special Terms and Conditions.

## EXHIBITS to the Special Terms and Conditions

Exhibit 1 apply as described above. The other Exhibits (if any are listed) apply to those portions of the Work the Exhibit covers.

- **Exhibit 1 ... Contractor Insurance Requirements**  
Bound separately, 5 pages, dated July 20, 2017
- **Exhibit 2 ...** Not used – number reserved
- **Exhibit 3 ...** Not used – number reserved
- **Exhibit 4 ...** Not used – number reserved
- **Exhibit 5 ...** Not used – number reserved
- **Exhibit 6 ...** Not used – number reserved

**End of Section 3-A**



**Request for Proposals**  
 Solicitation No.  
**ADEQ18-00007515**  
 Description:  
**Asbestos and Lead Consultant  
 and Abatement Services**

**ARIZONA DEPARTMENT  
 OF ENVIRONMENTAL  
 QUALITY**  
 1110 W. Washington Street  
 Phoenix, AZ 85007

**EXHIBIT 1 to the Special Terms and Conditions:  
 Contractor Indemnification and Insurance  
 Requirements**

Date: July 20, 2017

**EXHIBIT CONTENTS:**

1.1 Indemnification Clause ..... 2

1.2 Insurance Requirements ..... 2

1.3 Minimum Scope and Limits of Insurance ..... 2

    Commercial General Liability .....2

    Business Automobile Liability.....3

    Workers Compensation and Employer's Liability .....3

    Professional Environmental Liability.....3

1.4 Additional Insurance Requirements ..... 4

1.5 Notice of Cancellation ..... 4

1.6 Acceptability of Insurers ..... 4

1.7 Verification of Coverage ..... 4

1.8 Subcontractors ..... 4

1.9 Approval and Modification ..... 5

1.10 Exceptions ..... 5

--



**Request for Proposals**  
 Solicitation No.  
**ADEQ17-00007378**  
 Description:  
**Asbestos and Lead Consultant  
 and Abatement Services**

**ARIZONA DEPARTMENT  
 OF ENVIRONMENTAL  
 QUALITY**  
 1110 W. Washington Street  
 Phoenix, AZ 85007

## Contractor Requirements

### 1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising 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. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 1.2 Insurance Requirements

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

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

### 1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers,

	<b>Request for Proposals</b> Solicitation No. <b>ADEQ17-00007378</b> Description: <b>Asbestos and Lead Consultant and Abatement Services</b>	<b>ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY</b> 1110 W. Washington Street Phoenix, AZ 85007
---	--	--

officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**1.3.2 Business Automobile Liability**

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**1.3.3 Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**1.3.4 Professional Environmental Liability**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of four (4) years beginning at the time work under this Contract is completed.

- b. The Professional Liability insurance must include coverage for claims of bodily injury or property damage arising out of pollution for environmental work, asbestos, laboratory analysis and/or the operations of a treatment plant, if required by the Scope of Services.



**Request for Proposals**  
Solicitation No.  
**ADEQ17-00007378**  
Description:  
**Asbestos and Lead Consultant  
and Abatement Services**

**ARIZONA DEPARTMENT  
OF ENVIRONMENTAL  
QUALITY**  
1110 W. Washington Street  
Phoenix, AZ 85007

- c. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

**1.4 Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**1.5 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered to **ADEQ Procurement Section, 1110 W. Washington Street, Phoenix, AZ 85007.**

**1.6 Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**1.7 Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**1.8 Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

PART 3 of the Solicitation Documents:  
Contract Terms and Conditions

Exhibit 3-A.1: **Contractor Insurance**  
Date: July 20, 2017  
Page 4 of 5

Available online at: [Procure.AZ.gov](http://Procure.AZ.gov)

**3**

Exhibit



**Request for Proposals**  
Solicitation No.  
**ADEQ17-00007378**  
Description:  
**Asbestos and Lead Consultant  
and Abatement Services**

**ARIZONA DEPARTMENT  
OF ENVIRONMENTAL  
QUALITY**

1110 W. Washington Street  
Phoenix, AZ 85007

**1.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**1.10 Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

## SECTION 3-B: Uniform Terms and Conditions

Version: 11.3 (7/21/2016)

### TABLE OF CONTENTS:

1.0....	Definition of Terms.....	1
1.1....	Acceptance.....	1
1.2....	Accepted Offer.....	1
1.3....	Arizona Procurement Code; A.R.S.; A.A.C.....	1
1.4....	Arizona TPT.....	1
1.5....	Attachment.....	1
1.6....	Building Work.....	1
1.7....	Commercial Document.....	1
1.8....	Contract.....	1
1.9....	Contract Amendment.....	1
1.10...	Contract Terms and Conditions.....	1
1.11...	Contractor.....	2
1.12...	Contractor Indemnitor.....	2
1.13...	Co-Op Buyer.....	2
1.14...	Day.....	2
1.15...	Eligible Agency.....	2
1.16...	Gratuity.....	2
1.17...	Indemnified Basic Claims.....	2
1.18...	Instructions to Offerors.....	2
1.19...	Materials.....	2
1.20...	Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO).....	2
1.21...	Order.....	2
1.22...	Part, Section; Exhibit.....	3
1.23...	Person.....	3
1.24...	Procurement Officer.....	3
1.25...	ProcureAZ.....	3
1.26...	Scope of Work.....	3
1.27...	Services.....	3
1.28...	Solicitation; Solicitation Documents.....	3
1.29...	Special Terms and Conditions.....	3
1.30...	Specification.....	3
1.31...	State.....	3
1.32...	State Indemnitees.....	3
1.33...	State Fiscal Year.....	3
1.34...	Subcontract.....	3
1.35...	Subcontractor.....	4
1.36...	Uniform Terms and Conditions.....	4
1.37...	Work.....	4
2.0....	Contract Interpretation.....	4
2.1....	Arizona Law.....	4
2.2....	Implied Terms.....	4
2.3....	Usage.....	4
2.4....	Contract Order of Precedence.....	5
2.5....	Independent Contractor.....	5
2.6....	Severability.....	5
2.7....	Complete Integration.....	5
2.8....	No Waiver of Rights.....	6
3.0....	Contract Administration and Operation.....	6
3.1....	Term of Contract.....	6
3.2....	Contract Extensions.....	6
3.3....	Notices and Correspondence.....	6
3.4....	Signing of Contract Amendments.....	6
3.5....	Click-Through Terms and Conditions.....	7



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

3.6....	Books and Records.....	7
3.7....	Contractor Licenses.....	7
3.8....	Inspection and Testing.....	7
3.9....	Ownership of Intellectual Property.....	7
3.10 ..	Subcontracts.....	8
3.11 ..	Non- Discrimination.....	9
3.12 ..	E-Verify Requirements.....	9
3.13 ..	Offshore Performance of Certain Work Prohibited.....	9
3.14 ..	Orders.....	9
3.15 ..	Statewide Contract Provisions.....	10
3.16 ..	Multiple-Use Provisions.....	11
3.17 ..	Other Contractors.....	11
3.18 ..	Work on State Premises.....	11
3.19 ..	Advertising, Publishing and Promotion of Contract.....	12
4.0....	Costs and Payments.....	12
4.1....	Payments.....	12
4.2....	Applicable Taxes.....	12
4.3....	Availability of Funds.....	12
5.0....	Contract Changes.....	13
5.1....	Contract Amendments.....	13
5.2....	Assignment and Delegation.....	13
6.0....	Risk and Liability.....	13
6.1....	Risk of Loss.....	13
6.2....	Contractor Insurance.....	13
6.3....	Basic Indemnification.....	13
6.4....	Patent and Copyright Indemnification.....	14
6.5....	Force Majeure.....	14
6.6....	Third Party Antitrust Violations.....	15
7.0....	Warranties.....	15
7.1....	Liens.....	15
7.2....	Conformity to Requirements.....	15
7.3....	Contractor Personnel.....	15
7.4....	Intellectual Property.....	15
7.5....	Compliance with Laws.....	15
7.6....	Licenses and Permits.....	15
7.7....	Operational Continuity.....	15
7.8....	Performance in Public Health Emergency.....	16
7.9....	Lobbying.....	16
7.10 ..	Survival of Warranties.....	16
8.0....	State's Contractual Remedies.....	16
8.1....	Right to Assurance.....	16
8.2....	Stop Work Order.....	16
8.3....	Non-exclusive Remedies.....	17
8.4....	Nonconforming Tender.....	17
8.5....	Right of Offset.....	17
9.0....	Contract Termination.....	17
9.1....	Termination for Conflict of Interest.....	17
9.2....	Gratuities.....	17
9.3....	Suspension or Debarment.....	17
9.4....	Termination for Convenience.....	17
9.5....	Termination for Default.....	17
9.6....	Continued Performance Required.....	18
10.0..	Contract Claims.....	18
10.1 ..	Claim Resolution.....	18
10.2 ..	Mandatory Arbitration.....	18



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

11.0.. General Provisions for Materials .....	18
11.1 ... Applicability.....	18
11.2 ... Off-Contract Materials.....	18
11.3 ... Compensation for Late Deliveries .....	18
11.4 ... Indicate Shipping Costs on Order .....	18
11.5 ... Current Products.....	18
11.6 ... Maintain Comprehensive Selection.....	18
11.7 ... Additional Products .....	19
11.8 ... Discontinued Products .....	19
11.9 ... Forced Substitutions .....	19
11.10 ..Recalls.....	19
11.11 ..Delivery.....	19
11.12 ..Delivery Time.....	20
11.13 ..Delivery Locations .....	20
11.14 .. Conditions at Delivery Location .....	20
11.15 ..Materials Acceptance.....	20
11.16 ..Correcting Defects .....	21
11.17 ..Returns .....	21
11.18 ..Order Cancellation.....	21
11.19 ..Product Safety.....	21
11.20 ..Hazardous Materials .....	22
12.0.. General Provisions for Services .....	22
12.1 ... Applicability.....	22
12.2 ... Comprehensive Services Offering .....	22
12.3 ... Additional Services.....	22
12.4 ... Off-Contract Services .....	22
12.5 ... Removal of Personnel.....	22
12.6 ... Transitions .....	23
12.7 ... Accuracy of Work.....	23
12.8 ... Requirements at Services Location .....	23
12.9 ... Services Acceptance .....	23
12.10 .. Corrective Action Required .....	23
13.0.. Data and Information Handling .....	24
13.1 ... Applicability.....	24
13.2 ... Data Protection and Confidentiality of Information .....	24
13.3 ... Personally Identifiable Information .....	24
13.4 ... Protected Health Information.....	24
14.0.. Information Technology Work .....	25
14.1 ... Applicability.....	25
14.2 ... Background Checks.....	25
14.3 ... Information Access.....	25
14.4 ... Pass-Through Indemnity .....	26
14.5 ... Systems and Controls.....	26
14.6 ... Redress of Infringement .....	26
14.7 ... First Party Liability Limitation .....	27
14.8 ... Information Technology Warranty.....	27
14.9 ... Specific Remedies .....	28
15.0.. Comments Welcome .....	28

--



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

## Uniform Terms and Conditions

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
  2. was attached to an Offer when submitted; and
  3. was included in the Accepted Offer.
- 1.6 Building Work** "Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
- 1.7 Commercial Document** "Commercial Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Commercial Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.8 Contract** "Contract" means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term "Order" defined in paragraph 1.21.
- 1.9 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.10 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 1.11 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.12 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.13 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).  
  
NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c) (3) through 501(c) (6) of the tax code.
- 1.14 Day** "Day" means a calendar day unless otherwise specified in a particular context.
- 1.15 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.16 Gratuity** "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.17 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.18 Instructions to Offerors** "Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
- 1.19 Materials** "Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
- 1.20 Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
- 1.21 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":  
  1. "Release" or "Release Purchase Order" in ProcureAZ;
  2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.22 Part, Section; Exhibit** "Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.
- 1.23 Person** "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.24 Procurement Officer** "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.25 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.  
NOTE (1): Technical Bulletin No. 020 is available online at:  
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>  
NOTE (2): The URL for ProcureAZ itself is:  
<https://procure.az.gov/>
- 1.26 Scope of Work** "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.
- 1.27 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by the Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.
- 1.28 Solicitation; Solicitation Documents** "Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.
- 1.29 Special Terms and Conditions** "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.
- 1.30 Specification** "Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.31 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.32 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.33 State Fiscal Year** "State Fiscal Year" means the period beginning each July 1 and ending each June 30.
- 1.34 Subcontract** "Subcontract" means any contract, express or implied, between Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.

**1.35 Subcontractor**

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... Contractor or to another Subcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

**1.36 Uniform Terms and Conditions**

The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.

**1.37 Work**

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

**2.1 Arizona Law**

The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.

**2.2 Implied Terms**

Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.

**2.3 Usage**

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

**2.4 Contract Order  
of Precedence**

**2.4.1 COMPLEMENTARY DOCUMENTS.** All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

**2.4.2 CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Commercial Document;
  - (7) Exhibits to the Commercial Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

**2.4.3 ATTACHMENTS AND EXHIBITS.** For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

**2.5 Independent  
Contractor**

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

**2.6 Severability**

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

**2.7 Complete  
Integration**

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

**2.8 No Waiver  
of Rights**

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

### 3.0 Contract Administration and Operation

**3.1 Term of Contract**

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

**3.2 Contract  
Extensions**

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

**3.3 Notices and  
Correspondence**

**3.3.1 TO CONTRACTOR.** Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

**3.3.2 TO STATE.** Unless stated otherwise in the Special Terms and Conditions, Contractor shall:

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Environmental Quality  
Procurement Section  
1110 W. Washington Street  
Phoenix, AZ 85007

**3.3.3 CHANGES.** State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

**3.4 Signing of Contract  
Amendments**

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

**3.5 Click-Through  
Terms and  
Conditions**

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6 Books and  
Records**

3.6.1 **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7 Contractor  
Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

**3.8 Inspection  
and Testing**

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

**3.9 Ownership of  
Intellectual  
Property**

3.9.1 **RIGHTS IN WORK PRODUCT.** Unless otherwise provided for in the Special Terms and Conditions, all intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- (a) "Government Purpose Rights" are:
- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
  - ii. the right to release or disclose that work product to third parties for any State government purpose; and
  - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

### 3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.
- 3.11 Non-Discrimination** Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 3.12 E-Verify Requirements** As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
- 3.13 Offshore Performance of Certain Work Prohibited** Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
- 3.14 Orders**
- 3.14.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.14.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.14.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.14.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.14.5 NO MINIMUMS OR COMMITMENTS. Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.14.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

**3.15 Statewide Contract Provisions**

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is specified in the Special Terms and Conditions. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

**3.16 Multiple-Use  
Provisions**

If the Special Terms and Conditions indicate that the Contract is for statewide use, then Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Commercial Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

**3.17 Other  
Contractors**

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

**3.18 Work on State  
Premises**

3.18.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.18.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

**3.19 Advertising,  
Publishing and  
Promotion of  
Contract**

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

**4.0 Costs and Payments**

**4.1 Payments**

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Commercial Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Commercial Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

**4.2 Applicable  
Taxes**

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

**4.3 Availability  
of Funds**

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

## 5.0 Contract Changes

- 5.1 Contract Amendments** The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.
- 5.2 Assignment and Delegation**
- 5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

## 6.0 Risk and Liability

- 6.1 Risk of Loss** Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.
- 6.2 Contractor Insurance** Contractor shall provide the insurance called for in the Special Terms and Conditions.
- 6.3 Basic Indemnification**
- 6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnitees for losses arising from the Work.
- If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

**6.4 Patent and  
Copyright  
Indemnification**

6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

If Contractor is not a public agency, this paragraph does not apply and subparagraph 6.3.1 above applies instead.

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

**6.5 Force Majeure**

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.8 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.6 Third Party  
Antitrust  
Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

**7.0 Warranties**

**7.1 Liens**

Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.

**7.2 Conformity to  
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

**7.3 Contractor  
Personnel**

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

**7.4 Intellectual  
Property**

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

**7.5 Compliance  
with Laws**

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

**7.6 Licenses and  
Permits**

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

**7.7 Operational  
Continuity**

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and Delegation*] that expressly recognizes the event.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

**7.8 Performance in  
Public Health  
Emergency**

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

**7.9 Lobbying**

**7.11.1 PROHIBITION.**

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

**7.11.2 EXCEPTION.** This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

**7.10 Survival of  
Warranties**

All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

**8.0 State's Contractual Remedies**

**8.1 Right to  
Assurance**

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

**8.2 Stop Work  
Order**

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 8.3 Non-exclusive Remedies** State's rights and remedies under the Contract are not exclusive.
- 8.4 Nonconforming Tender** The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.
- 8.5 Right of Offset** State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

## 9.0 Contract Termination

- 9.1 Termination for Conflict of Interest** By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.
- 9.2 Gratuities** State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.
- 9.3 Suspension or Debarment** State may, by written notice to Contractor, terminate the Contract immediately if State discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
- 9.4 Termination for Convenience** State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.
- 9.5 Termination for Default** In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.

**9.6 Continued  
Performance  
Required**

Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice.

## 10.0 Contract Claims

**10.1 Claim  
Resolution**

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

**10.2 Mandatory  
Arbitration**

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

## 11.0 General Provisions for Materials

**11.1 Applicability**

Article 11 applies to the extent the Work is or includes Materials.

**11.2 Off-Contract  
Materials**

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

**11.3 Compensation for  
Late Deliveries**

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

**11.4 Indicate Shipping  
Costs on Order**

Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).

**11.5 Current Products**

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

**11.6 Maintain  
Comprehensive  
Selection**

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 11.7 Additional Products** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
- 11.8 Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
- 11.9 Forced Substitutions** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 Recalls** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.11 Delivery**
- 11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30.
- 11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

**11.12 Delivery Time**

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

**11.13 Delivery Locations**

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
  - (a) Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
  - (b) if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and
  - (c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

**11.14 Conditions at  
Delivery Location**

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

**11.15 Materials  
Acceptance**

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

**11.16 Correcting Defects**

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

**11.17 Returns**

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

**11.18 Order Cancellation**

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
  - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
  - (b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

**11.19 Product Safety**

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

**11.20 Hazardous  
Materials**

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is:  
(1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

**12.0 General Provisions for Services**

**12.1 Applicability**

Article 12 applies to the extent the Work is or includes Services.

**12.2 Comprehensive  
Services Offering**

Contractor shall provide the comprehensive range of services for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

**12.3 Additional Services**

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

**12.4 Off-Contract  
Services**

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

**12.5 Removal of  
Personnel**

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

**12.6 Transitions**

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

**12.7 Accuracy of Work**

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

**12.8 Requirements at  
Services Location**

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

**12.9 Services  
Acceptance**

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

**12.10 Corrective Action  
Required**

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that, State may



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

Insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

## 13.0 Data and Information Handling

### 13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

### 13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

### 13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at: <https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at: <http://www.gsa.gov/portal/directive/d0/content/658222>

### 13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

## 14.0 Information Technology Work

### 14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

### 14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

### 14.3 Information Access

- 14.3.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

**14.4 Pass-Through  
Indemnity**

14.4.1 **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

- (a) State reserves the right to elect to participate in the action at its own expense;
- (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- (c) State shall in any case cooperate in the defense and any related settlement negotiations.

**14.5 Systems and  
Controls**

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

**14.6 Redress of  
Infringement.**

14.6.1 **REPLACE, LICENSE, OR MODIFY.** If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 **CANCELLATION OPTION.** In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
  - (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
  - (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
- 14.7 First Party Liability Limitation**
- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
  - (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
  - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.
- 14.8 Information Technology Warranty**
- 14.8.1 SPECIFIED DESIGN. Where the Scope of Work (Section 2-A of the Solicitation) for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
- (a) modified or altered by anyone not authorized by Contractor to do so;
  - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
  - (c) operated in a manner not within its intended use or environment.
- 14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:



Requests for Proposals  
Solicitation No.  
**ADEQ18-00007515**  
Description:  
**Asbestos and Lead Consultant and  
Abatement Services**

Arizona Department of  
Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

**14.9 Specific Remedies**

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

**15.0 Comments Welcome**

Separate and apart from this solicitation, the State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments the public may have.

The public may submit comments to:

State Procurement Administrator,  
State Procurement Office, 100 North 15th Avenue, Suite 201  
Phoenix, Arizona, 85007

**End of Section 3-B**

**End of Part 3**

**End of Solicitation Documents**



# TASK ORDER AMENDMENT



CONTRACT NO.: ADEQ18-186320  
 AMENDMENT NO.: 01  
 TITLE: Asbestos and Lead Consultant and Abatement Services  
 CONTRACTOR: Terracon Consultants Inc.

ADEQ PROCUREMENT  
 1110 W. Washington Street  
 Phoenix, AZ 85007  
 602-771-4776

### THE PURPOSE OF THIS AMENDMENT IS TO:

1. Contract Renewal:  
Contract is hereby extended to 10/30/2019.
  
2. All other Terms and Conditions remain unchanged.

THE ABOVE REFERENCED AMENDMENT IS A UNILATERAL ACKNOWLEDGEMENT OF CONTRACTOR'S APPROVED CHANGED REQUEST.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

The above referenced Amendment is hereby executed this 27th day of September, 2018 at Phoenix, Arizona.

Procurement Officer

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
TERRACON CONSULTANTS, INC.

[Proposal]

See following pages.



October 3, 2018

Mr. Justin Weldy  
Public Works Director  
Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268

Telephone: p: (480) 816-5133  
m: (602) 721-2646  
E-mail: [jweldy@fh.az.gov](mailto:jweldy@fh.az.gov)

**RE: Proposal for Comprehensive Asbestos Survey  
Fire Station  
16821 East Saguaro Boulevard  
Fountain Hills, Arizona  
Terracon Proposal No: P65187538**

Dear Mr. Weldy:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the Town of Fountain Hills (client) to conduct a Comprehensive Asbestos Survey at the above-referenced site.

## **PROJECT INFORMATION**

We understand that the Town of Fountain Hills plans to demolish the fire station located at 16821 East Saguaro Boulevard and desires to know if asbestos-containing material (ACM) is present which may require special handling and disposal. We understand that the site will be occupied and that site access for sampling may be accomplished during normal business hours. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

## **SCOPE OF SERVICES**

Pursuant to the client's request, Terracon will perform an asbestos survey at the site as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP) in general accordance with the protocols of USEPA regulation 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA).

Survey activities will include visual observations of the interior and exterior of the building to identify homogeneous areas of suspect ACM. Building materials identified as unpainted glass, wood, metal or rubber will not be considered suspect ACM.



Terracon Consultants, Inc. 4685 South Ash Avenue, Suite H-4, Tempe, Arizona 85282  
P [480] 897-8200 F [480]-897-1133 [terracon.com](http://terracon.com)

Environmental

Facilities

Geotechnical

Materials

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling which requires demolition or destructive activities such as knocking holes in walls or dismantling of equipment, unless specifically approved by the client prior to mobilization. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials which cannot be safely reached with available ladders.

Since roof sampling will be required to complete the survey, the Client is requested to defend and hold Terracon harmless from subsequent liability and damages that may result. Terracon will apply a temporary roof patch to sample locations, but the client is advised to retain a roofing contractor to repair areas damaged by client-requested roof sampling.

Currently, it is anticipated that a total of up to **90** samples may be obtained at the property. Please note the number of samples to be collected will depend on the homogeneous materials identified. Current EPA regulations require that a minimum number of samples from each homogeneous area be obtained in order to characterize a material as non-ACM.

The samples collected will be analyzed by a NVLAP Accredited laboratory for asbestos content by Polarized Light Microscopy (PLM), using the "Method for the Determination of Asbestos in Bulk Building Materials" (EPA method 600/R-93/116). The percent of asbestos, where applicable, will be determined by visual estimation. Normal turnaround time for sample analysis is five (5) working days; sample time may be reduced for an increased sample analysis cost. If PLM results merit re-analysis by the more quantitative point counting or TEM technique, Terracon will contact the client for authorization if additional costs will be incurred.

Terracon will prepare a written report describing the sampling methodology and the results of the asbestos survey. The report will describe the number, type, and location of suspect ACM samples, the analytical results, the estimated quantity and the condition of materials identified as ACM. At the request of the client, drawings depicting the location and extent of ACM and estimates of ACM removal costs can be provided to the client for an additional fee. Copies of the laboratory analysis report, the chain of custody, and the laboratory's accreditation certificates will be appended to the report.

### **Schedule**

The above scope of services may begin within 48 hours following receipt of the executed Agreement for Services, provided that site access can be obtained. A standard laboratory turnaround of approximately 5 working days will be requested for the analysis. Preliminary results can be provided in advance of our report once the final lab reports are received. We

anticipate delivery of the final report approximately 10-15 working days after completion of the sampling. This written report will reflect final results, findings and recommendations, and as such, will take precedence over any verbal reports that Terracon personnel may have provided.

In order to complete the project in accordance with this proposal the following items need to be provided by the Client at the time of project authorization:

- A signed Agreement for Services evidencing acceptance of the scope of services
- Right of entry to conduct the field work, including access to all interior areas
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site
- It is assumed site work may be completed during normal business hours
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Client will provide, if available, building plans in AutoCAD or Adobe PDF format.

### **Reliance**

The Report will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of Client and Terracon.

If the Client is aware of additional parties that will require reliance on the Report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the Report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). For a period of one year after the report date, the Client and Terracon will consent to reliance on the Report by a third party. During the one-year period, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

Reliance on the Report by the Client and all authorized parties will be subject to the terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the Report.

### **C. COMPENSATION**

**The work for this proposal will be performed in accordance with the terms of Terracon's State of Arizona Contract Number #ADEQ18-186320. The fee is valid for 90 days from the date of this proposal and is based on the assumption that site access will be available. We assume field services will be performed under OSHA safety Level D personal**

protective procedures, and that one mobilization will be made by Terracon personnel. The fee is based on the assumptions and conditions provided at the time of this proposal.

We estimate the time and materials fees for the outlined survey work will be **\$2,985.95**. This cost includes the collection and PLM analysis of up to 90 bulk samples. If additional bulk asbestos samples are required to complete the survey, the client will be notified, and the additional samples will be billed at a rate of \$8/sample.

If this proposal meets with your approval, work may be initiated once we have received, reviewed, and acceptance of a mutually agreed upon contract.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our web site at [www.terracon.com](http://www.terracon.com) . If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned.

Sincerely,  
**Terracon Consultants, Inc.**

Matt Valenti  
Senior Project Manager

Dave Matson, CHMM  
Senior Associate  
Environmental Department Manager