

# Request For Bid (RFB)

Project: Biohazard Cleanup and Remediation Services

Ref #: RFB-27-009

Public opening to be conducted via Microsoft Teams at **11:10 AM MST** Teams: [Click here to join the meeting](#) Meeting ID: **250 375 466 245** Passcode: **GNHyjB**

All City of Yuma solicitations are accessed through the City's Procurement Portal<sup>1</sup> (Portal). A schedule of events and all other information pertaining to the solicitation are located in the Portal. Bid submittal assistance is available at [Support@gobonfire.com](mailto:Support@gobonfire.com), Monday through Friday, 8AM to 8PM, EST.

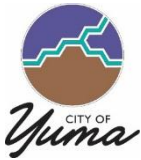
All documents issued as part of this solicitation, including but not limited to the Instructions, Standard Terms and Conditions, Special Terms & Conditions, Additional Requirements, Specifications, Addenda, and any Attachments, collectively constitute the contract between the City and the awarded party.

Throughout these documents, the entity responding to or awarded this solicitation may be referenced as "Bidder," "Contractor," or "Vendor." These terms are used interchangeably and refer to the same party.

## 1. SPECIAL TERMS AND CONDITIONS

- 1.1. **ANNUAL CONTRACTS:** Bidder will hold firm, fixed pricing for a period of 12 months after notice of award.
- 1.2. **AWARD OF BID:** The City reserves the right to award the contract resulting from this solicitation to the lowest responsive and responsible bidder who meets all specifications and requirements set forth in this document. The determination of the lowest responsive and responsible bid will be based on the total bid price for the work outlined in the Scope of Work.
- 1.3. **CONTRACT EXTENSION:** In the event the City does not opt to renew the contract or the City and Contractor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.
- 1.4. **COOPERATIVE USE OF CONTRACT:** The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources, reduce procurement costs, and improve the timely acquisition and costs of goods or services. The Bidder(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Contractor(s) under this contract, pursuant to the terms and conditions stated herein.
- 1.5. **EXPANSION CLAUSE:** This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.
- 1.6. **INSURANCE:** **Before the commencement of any services, the Contractor shall name the CITY, and its employees as Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess

<sup>1</sup> <https://yumaaz.bonfirehub.com/portal/>



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coverage, and non-contributory coverage to include endorsements provided by the Contractor. All insurance policies are subject to approval by the CITY.

***Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.***

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be emailed to: [purchasingweb@yumaaz.gov](mailto:purchasingweb@yumaaz.gov)

## A. Commercial General Liability

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional language: “The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured’s with respect to liability arising out of the activities performed by the Contractor”.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Contractor.

## B. Business Automobile Liability

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

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

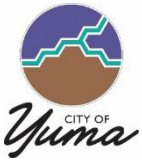
If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: “The City of Yuma its officials, officers, employees, and agents shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf the Contractor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Contractor”.

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Contractor.

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

- Workers’ Compensation: Statutory



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- Employers Liability
 

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

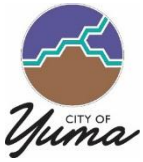
The Contractor shall require sub-Contractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Contractor.

**D.** The policies of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

***In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.***

- 1.7 **MULTIPLE AWARDS:** The City has numerous departments that could become potential customers. In order to ensure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The City may make multiple awards and should be taken into consideration by each Contractor.
- 1.8 **NO REPRESENTATION OF COVERAGE ADEQUACY:** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to request and review any and all complete insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of the Contract.
- 1.9 **PRICE ADJUSTMENT:** The City's Procurement Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Procurement Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.
- 1.10 **PRICE REDUCTION:** If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded Bidder(s) to reduce the price to the current Fair Market Value. The current awarded Bidder may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.
- 1.11 **TERM:** This contract will be renewable for four (4) additional one-year terms, one year at a time. It will be the vendor's responsibility to notify City of any price change 30 days prior to the anniversary date of contract renewal. Failure to do so may result in the denial of any increase



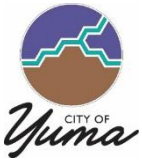
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requested. The contract will automatically be renewed annually at the same price(s) if no request has been received.

*END OF SPECIAL TERMS AND CONDITIONS*



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## 2. Additional Requirements

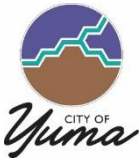
- 2.1. **BACKGROUND:** The City of Yuma requires comprehensive, professional biohazard remediation services to ensure the safety of employees, residents, and the general public when biohazardous materials are discovered on City-owned property or within the public right-of-way. These biohazard incidents may include, but are not limited to, human feces, urine, blood, bodily fluids, blood-contaminated bulk items (such as mattresses or furniture), used needles and sharps, trauma scene waste not associated with an active emergency response, and other potentially infectious materials (OPIM).

This contract is intended to provide services on an on-call, as-needed basis and shall function as an indefinite delivery, indefinite quantity (IDIQ) contract. The City does not guarantee any minimum or maximum amount of work. Services will be requested as incidents arise, and the Contractor shall be available to respond promptly when contacted by the City.

The services required under this contract include the furnishing of all labor, materials, tools, equipment, disinfectants, containment supplies, transportation, disposal fees, and any incidental work necessary to safely and effectively assess, contain, clean, disinfect, remove, and properly dispose of biohazardous materials. Services may include, but are not limited to:

- a. Assessment and cleanup of non-emergency biohazard incidents located on City property, public rights-of-way, alleys, parks, sidewalks, transit stops, and other outdoor or indoor City-owned locations.
- b. Removal, containment, and disposal of human waste, including feces, urine, soiled clothing, contaminated bedding, and other materials.
- c. Cleanup and removal of blood and bodily fluids unrelated to active emergency response incidents, including contaminated bulk waste items such as mattresses, furniture, or debris.
- d. Collection and disposal of used needles and sharps, including sweeps of defined areas when necessary.
- e. Trauma scene waste cleanup for incidents that exceed the City's internal small-spill thresholds or require specialized remediation.
- f. Deodorization, disinfection, and sanitization of affected areas using EPA-approved disinfectants and industry-recognized remediation procedures.
- g. Emergency and routine response services, including defined response-time requirements established by the City.
- h. Documentation and reporting, including before-and-after photographs, location data, cleanup logs, and disposal manifests or waste tracking documents as required.
- i. Additional services, such as recommendations for site safety improvements, identification of recurring hotspot areas, and coordination with City staff on procedures that promote safe handling of potential biohazards.

- 2.2. **MINIMUM QUALIFICATIONS:** Each Bidder must, at a minimum, meet and maintain the qualifications or requirements listed in the following sections. Sections specifying Bidder action will do so on the Bidder Questionnaire #Q-48RX.



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- 2.2.1. Prior to award, the Bidder must possess a City of Yuma business license. All Bidders awarded contracts with the City that come on City property to conduct business or perform services shall be required to obtain a City of Yuma Business License. For further information, email [businesslicenses@YumaAz.gov](mailto:businesslicenses@YumaAz.gov) or call (928) 373-5074.
- 2.2.2. Knowledge of Regulatory Requirements: The Contractor must be thoroughly knowledgeable of all applicable local, state, and federal regulations governing the cleanup, handling, transport, and disposal of biohazardous materials and other potentially infectious materials (OPIM). This includes, but is not limited to:
  - 2.2.2.1. OSHA Bloodborne Pathogens Standard (29 CFR 1910.1030).
  - 2.2.2.2. Arizona Department of Environmental Quality (ADEQ) regulations related to biohazardous medical waste handling, storage, and disposal.
  - 2.2.2.3. Arizona Revised Statutes (ARS) and Arizona Administrative Code (AAC) provisions governing biohazardous waste.
  - 2.2.2.4. U.S. Department of Transportation (DOT) regulations for the transport of regulated waste.
  - 2.2.2.5. EPA regulations regarding approved disinfectants and required disposal practices.
  - 2.2.2.6. Any additional City policies related to safety, environmental health, or handling of hazardous or infectious materials.

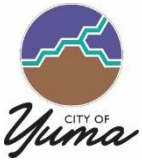
The Contractor is responsible for obtaining and maintaining any permits or approvals required for cleanup operations, transportation, and proper disposal of biohazardous waste. All work performed under this contract must meet or exceed these regulatory requirements.

- 2.2.3. Required Certifications and Documentation: In the Requested Document Section of Bonfire, Bidders must upload copies of all certifications, licenses, and credentials required to perform biohazard remediation services. Examples may include, but are not limited to:
  - 2.2.3.1. Bloodborne Pathogens training certification compliant with OSHA 29 CFR 1910.1030.
  - 2.2.3.2. Biohazard remediation or trauma cleanup certifications from an industry-recognized training organization.
  - 2.2.3.3. Certification or registration demonstrating compliance with ADEQ requirements for biohazardous medical waste transport and disposal.
  - 2.2.3.4. Any relevant technician training certificates identifying the issuing authority and the certified individual or company.

All certifications must be current and clearly identify the issuing authority and the individual or company name.

- 2.2.4. All personnel employed by the Contractor shall be trained, licensed and insured, as required.





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- 2.2.5. The Contractor shall maintain all required licenses for its work and is responsible for obtaining all necessary permits. Failure to secure or maintain required permits, documentation, or certifications may be considered grounds for termination of the contract.
- 2.2.6. Safety Protocols and Training: The Bidder must have comprehensive safety protocols in place to protect workers, City personnel, and the public during cleanup activities. This includes documented procedures for:
- 2.2.6.1. PPE usage.
  - 2.2.6.2. Exposure control and decontamination.
  - 2.2.6.3. Handling sharps, blood, and bodily fluids.
  - 2.2.6.4. Containment of contaminated areas.
  - 2.2.6.5. Incident reporting and worker safety practices.

Bidder staff must receive appropriate safety training and maintain current certifications at all times throughout the contract.

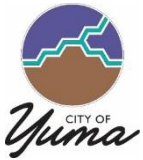
### 2.3. VENDOR EMPLOYEES:

- 2.3.1. Bidder shall have a local field representative available at all times during the contract period.
- 2.3.2. Bidder employees shall be required to wear a clean uniform bearing the Bidder's company name and/ or logo. All employees shall conduct themselves in a professional and courteous manner.
- 2.3.3. Bidder employees are not to be accompanied in the work area by acquaintances, family members, or any other person unless said person is an authorized Bidder employee.

- 2.4. WORK AREA: It shall be the Contractor's sole responsibility to ensure that all work areas affected during biohazard cleanup operations are maintained in a safe, controlled, and secure condition at all times. The Contractor shall implement appropriate protective measures, including containment, signage, barriers, and personal protective equipment (PPE) to safeguard City personnel, the public, and surrounding properties from exposure to biohazardous materials.

Upon completion of all cleanup activities, the Contractor shall remove all waste, contaminated materials, disposable PPE, and associated debris, and shall return the work site and any impacted public right-of-way to a clean, sanitary, and hazard-free condition. All cleaning, disinfection, and restoration activities must comply with applicable OSHA, EPA, ADEQ, and City safety standards.

The Contractor shall conduct all operations in such a manner that no damage is inflicted upon existing facilities, landscaping, irrigation systems, utilities, pavement, structures, or other City-owned assets. In the event the Contractor causes any damage to City property, the Contractor shall repair or replace the damaged property at no cost to the City, in accordance with directions provided by the designated City representative.



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- 2.5. **EQUIPMENT:** The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition, and capacity to efficiently perform the work and render services required by this contract. This includes “back-up” equipment to provide uninterrupted service when equipment breakdown occurs.

Equipment used in the execution of this contract shall comply with all applicable local, state, federal, and tribal laws, statutes, ordinances, rules and regulations, and the acts, codes orders and decrees on any administrative bodies, councils or tribunals. All vehicles must be maintained in good repair, appearance, and conditions at all times

Equipment, machinery, component, or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment. In addition, the Contractor’s vehicles and mobile equipment shall be clearly marked with company name and/or logo and identification number.

The City reserves the right to inspect equipment at any time and require the replacement of any that does not meet the minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment.

- 2.6. **SUSPENSION OF WORK:** The Contractor is required to suspend operations immediately if conditions arise that create unsafe, unstable, or higher-risk circumstances during biohazard cleanup activities. Such conditions may include, but are not limited to: discovery of hazardous materials outside the scope of the initial work order, the presence of uncontrolled sharps or unknown substances, structural instability, utility disruptions, environmental hazards, or any situation that could endanger Contractor employees, City staff, or members of the public. In the event of such a suspension, it is the Contractor’s responsibility to promptly notify the designated City Representative.

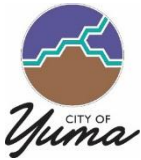
The designated City Representative has the authority to suspend work operations at any time if, in their judgment, conditions exist that make continued work unsafe, ineffective, or non-compliant with City policies or regulatory requirements. The designated City Representative or authorized City staff shall immediately order suspension of operations if work performance is observed to be in violation of safety rules, regulations, or established biohazard handling practices.

Violation of safety rules, regulatory standards, or City-mandated procedures may be considered grounds for corrective action, up to and including termination of the contract.

- 2.7. **SAFETY:** The Bidder shall adhere to all regulations, rules, ordinances, and standards set by federal, state, county, and City of Yuma governments when providing biohazard remediation services. This includes, but is not limited to, compliance with OSHA Bloodborne Pathogens Standard (29 CFR 1910.1030), ADEQ regulations governing biohazardous medical waste, EPA requirements for approved disinfectants and disposal practices, and all applicable portions of the Arizona Administrative Code and Arizona Revised Statutes related to hazardous and infectious materials.

The Bidder shall be responsible for the training and instruction of all workers, employees, and subcontractors on required job safety standards, including but not limited to: safe handling of





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blood and bodily fluids, exposure control procedures, contamination prevention, proper use of personal protective equipment (PPE), sharps-handling protocols, and chemical safety.

Upon request, the Vendor shall demonstrate to the City's satisfaction any programs, procedures, training records, certifications, and other safety-related practices used to ensure compliance with all applicable safety and regulatory requirements.

- 2.8. **PRICING:** The Contractor shall provide all services under this contract at the rates submitted in BidTable BT-05OU. For evaluation purposes only, the City will apply estimated annual quantities to each line item. These quantities are not guaranteed and will not be used to determine actual contract spending. Pricing shall be structured according to the type of service rendered and shall remain firm for the initial contract term and any renewal periods unless otherwise approved by the City. The Pricing Schedules shall include all billable services, including biohazard cleanup, waste disposal, labor, response fees, and any approved optional services. No additional charges beyond those identified in the Pricing Schedules will be permitted unless expressly authorized by the City. The City reserves the right to review all submitted pricing for reasonableness and may deem a bid non-responsive if pricing is determined to be unbalanced or not reflective of the actual cost to perform the specified services.

- 2.8.1. Flat-Rate Biohazard Cleanup Services: The Contractor shall provide all-inclusive flat-rate pricing for the most common incident categories, which may include but are not limited to:

- 2.8.1.1. Human waste cleanup (feces/urine).

- 2.8.1.1.1. Small incident ( $\leq 25$  sq ft)

- 2.8.1.1.2. Large incident ( $> 25$  sq ft)

- 2.8.1.1.2.1. Major incident (Standardized baseline) includes 2 hours of initial work.

- 2.8.1.1.2.2. Major Incident hourly rate. Major cleanup includes 2 hours; additional time billed at hourly rate.

- 2.8.1.2. Minor blood/bodily fluid cleanup ( $\leq 10$  sq ft).

- 2.8.1.3. Major blood/bodily fluid cleanup ( $> 10$  sq ft or involving bulk items).

- 2.8.1.3.1. Major incident (standardized baseline) includes 2 hours of initial work.

- 2.8.1.3.2. Major incident hourly rate. Major cleanup includes first 2 hours; additional time billed at hourly rate.

- 2.8.1.4. Sharps/needle pickup small single sweep ( $\leq 10$  sq ft).

- 2.8.1.5. Sharps/needle pickup large multiple area sweep ( $> 10$  sq ft).

- 2.8.1.6. Removal of biohazard-contaminated bulk items (e.g., mattresses, bedding, furniture) billed per item as follows:

- 2.8.1.6.1. Per mattress



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2.8.1.6.2. Per foam topper

2.8.1.6.3. Per chair

2.8.1.6.4. Per couch/sofa

2.8.1.6.5. Per comforter or pillow

2.8.1.6.6. Per tent

2.8.1.6.7. Per cubic yard pile/bag of clothing

2.8.1.6.8. Per suitcase/duffel bag/backpack

2.8.1.6.9. Per cubic yard carpet/rug/carpet roll

2.8.1.6.10. Per cubic yard large trash pile ≤ 25 sq ft

2.8.1.6.11. Contaminated bulk item not specified (Each)

Flat-rate prices shall include all labor, disposal fees, tools, equipment, PPE, disinfectants, containment materials, transportation, mileage, and administrative costs.

2.8.2. Hourly Labor Rates for Extended or Complex Services: For cleanup activities that exceed defined flat-rate thresholds or require additional personnel, specialized methods, or extended onsite time, the Contractor shall provide fully burdened hourly labor rates for technicians. Fully burdened rates shall include labor, overhead, tools, PPE, equipment, travel, and mileage.

2.8.3. Biohazard Waste Disposal Fees:

2.8.3.1. Per pound for red-bag waste disposal.

2.8.3.2. Per pound for biohazard drum/bin waste disposal

2.8.3.3. Sharps container disposal.

2.8.3.3.1. Per 1-quart container

2.8.3.3.2. Per 1-gallon container

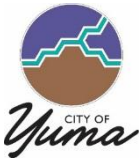
2.8.3.3.3. Per 5-gallon container

2.9. **INVOICING:** Payment shall be made in accordance with the City of Yuma's Terms and Conditions, and the Contractor shall submit an itemized invoice for all services performed. At a minimum, each invoice shall include the following information:

2.9.1. Department and specific location where services were performed (e.g., address, alley identifier, park name or facility area).

2.9.2. Type and quantity of biohazard cleanup services provided, clearly identifying the incident category (e.g., human waste cleanup, minor blood cleanup, major blood cleanup, sharps sweep, bulk item removal).

2.9.3. Service Date(s): The date and time the Contractor arrived onsite and completed remediation.



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2.9.4. Labor Hours: Quantity of labor hours worked only if billed hourly, including:

2.9.4.1. Number of technicians onsite

2.9.4.2. Hourly rate(s)

2.9.4.3. Description of work requiring hourly billing (e.g., extended remediation beyond flat-rate scope)

2.10. **BACKGROUND CHECKS:** All Bidder employees who perform work under this contract shall be subject to a background check. Bidder will be required to provide any required personal information, as may be requested, to process background clearances for access to any City building.

2.11. **DEBRIS MANAGEMENT:** All materials, debris, waste, and contaminated items generated during the performance of biohazard cleanup services shall be handled and disposed of through proper channels in full compliance with all applicable federal, state, county, and City of Yuma regulations, including OSHA, ADEQ, EPA, and local waste management requirements. The Contractor shall be responsible for the safe collection, containment, transport, and disposal of all biohazardous and non-biohazardous debris resulting from the Services.

The Contractor shall ensure that all biohazardous waste including red-bag waste, sharps containers, contaminated bulk items, absorbents, and other potentially infectious materials is transported only to approved, licensed treatment, storage, or disposal facilities authorized to receive such waste. All handling and disposal shall be performed in accordance with regulatory requirements for packaging, labeling, manifesting, and documentation.

Any costs associated with the lawful and compliant disposal of materials, debris, or waste generated during the Services shall be the sole responsibility of the Contractor unless otherwise specified in the Pricing Schedule or expressly authorized in writing by the City. The Contractor shall not leave, abandon, or improperly dispose of any materials, nor shall the Contractor utilize City waste bins, dumpsters, roll-offs, or facilities for disposal under any circumstances.

2.12. **REPORTING:** The City reserves the right to request a semi-annual report on orders placed against the contract. The report shall indicate a description of service or item, quantity purchased, unit price and extended price. The report shall indicate the period of time covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

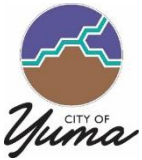
QUANTITY	LOCATION	DESCRIPTION OF SERVICE/ITEM	UNIT PRICE	EXTENDED PRICE
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The City reserves the right to request reports within a particular time frame, i.e. fiscal year. These reports must be furnished within 14 days of request.

2.13. **MONITORING CONTRACT COMPLIANCE:** The City of Yuma will utilize a contract compliance function to ensure that it receives all contracted services, and that the Bidder is paid promptly and in full for work performed to the City's satisfaction.

2.13.1. The City Designee is responsible for routine direct coordination with the Contractor.

This includes requesting services, providing or coordinating access to worksites for the



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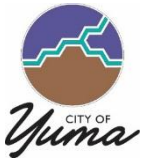
Contractor's employees when necessary, providing technical assistance and support, monitoring the Contractor's performance, discussing overall contract administration and compliance, documenting contract performance, and coordinating with the City's Procurement Division.

2.13.2. Monitoring Bidder Performance: The City of Yuma will utilize the following steps to monitor Contractor performance:

- 2.13.2.1. On-Site Monitoring: The City Designee may monitor the Contractor's performance at any time during service through observation, discussion, and technical assistance. The Designee may use the contract, personal expertise, judgment, inspection, and independent third-party review to draw conclusions about the Contractor's performance.
- 2.13.2.2. Inspection of Equipment, Materials, and Supplies: The City Designee may conduct inspections or testing of any and all equipment, materials, PPE, disinfectants, or supplies provided or used by the Contractor to verify compliance with contract requirements and applicable standards.
- 2.13.2.3. Equipment and Performance Verification: The City Designee may independently test or have equipment tested by an outside third-party to verify specifications and performance. The performance of the equipment provided by the Bidder shall be a key indicator of the Bidder's overall performance.
- 2.13.2.4. Independent Inspection of Audit: Notwithstanding any audit clause in this contract, the City Designee may conduct a review, inspection, or audit of the Bidder's work or performance related to any contract requirement at any time.

2.13.3. Correcting Contractor Performance: The Bidder will adhere to and cooperate with the following processes and steps for documenting and correcting performance issues. These steps will be in addition to any other standard contractual remedies and are intended to resolve performance-related matters to the full satisfaction of the City Designee, thereby ensuring the interests of the City are protected.

- 2.13.3.1. Informal Discussion: The City Designee shall promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Bidder employee.
- 2.13.3.2. Escalation by the City Designee: If, in the judgment of the City Designee, performance is deemed repetitive, serious, or critical, or if an informal discussion has not resolved a non-critical issue, the City Designee shall initiate formal notification and escalation actions as established by internal City procedures.
- 2.13.3.3. Reporting Deficient Performance to the Bidder: The City Designee will forward copies of written performance comments (Vendor Incident Report) to the appropriate City personnel and the Bidder's



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representative, requesting follow-up action to resolve the performance matter.

- 2.13.3.4. Consultation with the Bidder: The Bidder's designated management representative shall, at the request of the City Designee and the City's Procurement Agent, meet to discuss and resolve noted instances of deficient contract performance. This step aims to formally provide the Bidder the opportunity to correct the deficiencies. A member of the Procurement Division shall be in attendance during this meeting. The Bidder shall respond to said deficiencies with a formal response detailing corrective actions.

*END OF ADDITIONAL REQUIREMENTS*