

AGREEMENT FOR  
VICTIM ASSISTANCE CLEANUP SERVICES  
City of Glendale Solicitation No. RFP 16-11

This Agreement for Victim Assistance Cleanup Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Crime Clean Decontamination, LLC, a limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the 22 day of March, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-11 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$21,000.00 per year, or \$105,000.00 over the maximum five year term of the agreement, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000. per occurrence and \$2,000,000. annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000. per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000. per accident for Contractor and \$1,000,000. per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

#### 8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

#### 8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Crime Cleanup Decontamination, LLC  
17231 North 26<sup>th</sup> Street  
Phoenix, Arizona 85032  
c/o Sharan R. Godwin

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Chief of Police  
Glendale Police Department  
6835 North 57<sup>th</sup> Drive

Glendale, Arizona 85301  
623-930-3398

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**11. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**12. Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A      Project
- Exhibit B      Compensation
- Exhibit C      Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

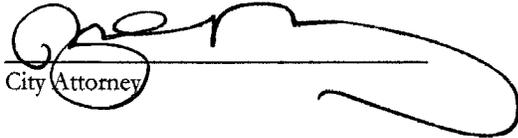


By: Kevin R. Phelps  
Its: City Manager

ATTEST

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

Crime Clean Decontamination,  
an Arizona LLC



By: Sharan R. Godwin  
Its: Principal

**EXHIBIT A**

**RFP 16-11**

**PROJECT**

*[See attached]*



## **CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER:** RFP 16-11

**DESCRIPTION:** VICTIM ASSISTANCE CLEANUP SERVICES

**PUBLISHED DATE:** OCTOBER 8, 2015

**PROPOSAL DUE DATE AND TIME:** NOVEMBER 17, 2015, BEFORE 2:00 PM (Local Time)

**PRE-PROPOSAL CONFERENCE:** OCTOBER 21, 2015 AT 2:00 PM  
The pre-proposal conference will be held at: City of Glendale,  
5850 W. Glendale Avenue– Municipal Building, Third Floor,  
Conference Room 3A, Glendale, AZ 85301  
Attendance is not mandatory.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing a proposal.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Crista Clevenger, Contract Analyst**  
**(623) 930-2865**  
**[CClevenger@glendaleaz.com](mailto:CClevenger@glendaleaz.com)**

 <p>GLEND<del>A</del>LE</p>	<p><b>City of Glendale Materials Management Solicitation Number: RFP 16-11 VICTIM ASSISTANCE CLEANUP SERVICES</b></p>	<p><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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	<p><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-11</b>  <b>VICTIM ASSISTANCE CLEANUP SERVICES</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION**

- 1.1.1 The City of Glendale (“City”) is soliciting Requests for Proposals from qualified firms or individuals to provide victim assistance and biological waste cleanup services as described within this solicitation.
- 1.1.2 One of the purposes of this valued service is to reduce emotional trauma that surviving loved ones would experience should they have to view and/or clean up after a traumatic death or crime scene.

**1.2 SCOPE**

- 1.2.1 The City may require the Contractor to provide cleaning services at private residences, apartments, public housing units, and in areas such as, but not limited to, police vehicles, transit vehicles and streets.
- 1.2.2 Typical services involve cleaning blood and body matter from flooring, walls, and other surfaces.
- 1.2.3 Furnishings or material that cannot be cleaned shall be completely removed from the area and properly disposed of.
- 1.2.4 The scope of service does not include restorative work such as repainting, relaying carpet, etc.
- 1.2.5 The Contractor’s cleanup services shall be available twenty-four (24) hours a day, three hundred sixty five (365) days a year.
- 1.2.6 Contracts may be awarded to multiple vendors to ensure cleanup services will be available twenty-four (24) hours per day.
- 1.2.7 The Transit division estimates approximately twenty (20) annual requests for transit bus cleanup services.
- 1.2.8 The Contractor shall respond to the request for services from the Transit division the same day as the request is submitted and shall arrive no later than 11:59 PM on the day of the request.

**1.3 REQUIREMENTS** Victim Assistance Cleanup Service Requirements shall apply to the Contractor and the Contractor’s employees when appropriate.

- 1.3.1 The Contractor shall provide to the City a means of contact with twenty-four (24) hour availability.
- 1.3.2 The Contractor shall respond to the initial call for services promptly (within fifteen (15) minutes maximum), by verbal confirmation, with the estimated time of arrival at the required service location.
- 1.3.3 The Contractor shall respond to the scene within two (2) hours of the initial notification. If the Contractor contacted is unable to respond to the scene within two hours of the phone call to the City, the City may contact another Contractor to provide the required services.

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-11</b> <b>VICTIM ASSISTANCE CLEANUP SERVICES</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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- 1.3.4** The Contractor may be assessed liquidated damages, in accordance with the Special Terms and Conditions Section 3.9, if the two (2) hour response time is not met.
- 1.3.5** The City of Glendale's on-site representative shall determine the extent of the cleanup services required by the Contractor.
- 1.3.6** The Contractor shall effectively and efficiently clean carpet and other surfaces soiled by blood and/or other body matter.
- 1.3.7** The Contractor shall deodorize the scene as needed.
- 1.3.8** The Contractor shall completely remove any bedding, mattresses, box springs, furniture, or similar items that are soiled and cannot be satisfactorily cleaned.
- 1.3.9** The Contractor may have to cut and remove small sections of carpeting that cannot be satisfactorily cleaned and dispose of said carpeting in the proper manner in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- 1.3.10** The Contractor shall be properly licensed and certified by all applicable jurisdictions, including the State of Arizona, in order to provide required services and lawful hazardous wastes disposal.
- 1.3.11** The Contractor shall obtain, and be in possession of, **all** required permits prior to providing cleanup and hazardous waste disposal services.
- 1.3.12** The Contractor shall be responsible for the safe and legal disposal of all items removed, including any hazardous materials, in accordance with all Federal, State and local regulations.
- 1.3.13** The Contractor shall provide adequate equipment and supplies needed to complete the scope of work in an effective and safe manner including adequate protection from all communicable diseases in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- 1.3.14** The Contractor shall comply with all Federal Occupational Safety and Health Administration (OSHA) regulations, including 1910.1030 and all other Federal, State, City or County applicable safety and health rules and regulations.
- 1.3.15** The Contractor shall work in a responsible and trustworthy manner with a minimum of supervision.
- 1.3.16** The Contractor shall wear a company identification badge while providing on-site services.
- 1.3.17** The Contractor shall maintain a low profile and act in a sensitive manner at the scene.
- 1.3.18** The Contractor shall have minimal contact with members of the decedent's family.
- 1.3.19** The Contractor shall maintain confidentiality at all times; violating confidentiality may result in contract termination.
- 1.3.20** The Contractor shall not discuss the scene with members of the media or anyone outside the Police investigation team; violation may result in contract termination.
- 1.3.21** The Contractor shall comply with the training and record keeping regulations of OSHA regarding Blood Borne Pathogens, Hazard Communications and Personal Protective Equipment as well as HazWoper class training.

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- 1.3.22** The Contractor shall have on file, with the City of Glendale Police Department, a record for all employees working on site showing the training received, class instructor, subject matter, and the date the class was taken and/or expires.
- 1.3.23** The Contractor's employees shall receive all training prior to providing cleanup services.
- 1.3.24** The Contractor shall get written authorization from the City Police Department prior to using any new employees for cleanup services.

#### **1.4 PRICING**

- 1.4.1** The Contractor shall charge the same rate at all areas of service
- 1.4.2** The Contractor will only be paid for actual time spent at the scene. The rate per 1/2 hours quoted must include all costs associated with an entire cleanup job. This includes, but is not limited to:
- 1.4.2.1** All costs for responding to the scene shall include the time and transportation needed in getting personnel and equipment to the scene. The location of the scene may be anywhere near or within the city limits of Glendale.
- 1.4.2.2** All costs to make the scene presentable shall include personnel, normal cleaning supplies, and normal cleaning equipment i.e. soil extraction, steam cleaners, deodorizing supplies, and foggers.
- 1.4.2.3** All costs for removal and proper disposal of items from the scene includes costs for transportation, personnel, equipment, containment of "hazardous materials" and dump fees for disposal of "hazardous and non-hazardous" materials. The City estimates approximately 10% of the calls may require the removal of a mattress or other large item.
- 1.4.2.4** All miscellaneous costs not specified above may include, but not limited to, insurance, licenses, permits, certifications, employee training, educational classes, maintenance/cleaning of equipment, equipment rental, overhead, profit, etc.
- 1.4.2.5** The Contractor shall include in their hourly rate the cost to dispose of one thirty (30) gallon red bag of hazardous material. Fees to dispose of additional red bags shall be identified on the Price Sheet.

#### **1.5 BILLING REQUIREMENTS**

- 1.5.1** The Contractor shall bill the City on a monthly basis for work performed in that billing cycle. Invoices shall be submitted in a timely manner.
- 1.5.2** The Contractor shall submit individual invoices for the City Transit Division and Glendale Community Housing to the following contacts:
- City of Glendale Transit Division  
 Attn: Kevin Link  
 6210 W Myrtle Avenue, Building S  
 Glendale, AZ 85301  
[Klink@glendaleaz.com](mailto:Klink@glendaleaz.com)

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Glendale Community Housing  
Attn: Erin Cullum  
6842 N 61<sup>st</sup> Avenue  
Glendale, AZ 85301  
[ECullum@glendaleaz.com](mailto:ECullum@glendaleaz.com)

- 1.5.3** The Contractor shall bill the City Police Department at the following address AND electronically at the following email address:

Glendale Police Department  
Attn: Denise Krause  
6835 N 57<sup>th</sup> Drive  
Glendale, AZ 85301  
[dkrause@glendaleaz.com](mailto:dkrause@glendaleaz.com)

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**2.0****SPECIAL INSTRUCTIONS****2.1 PRE-PROPOSAL CONFERENCE**

**2.1.1** A Pre-Proposal Conference will be held on **October 21, 2015, 2:00 PM, Local Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

**2.1.2** The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

**2.2 RETURN OF PROPOSAL** **The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD-Rom or flash drive as one file folder. The folder shall be identified as "RFP 16-11 - 'Original - Name of Offeror.'" (For example: RFP 16-11 - Original - ABC Company.)**

The proposal responses and copies shall be submitted in bound format (three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the Preparation of Offer Package of these Special Instructions. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Offers that do not conform to the above format may be rejected.

Submittal of a CD-ROM or flash drive by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

**2.3 PREPARATION OF PROPOSAL PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5.0**
- 2.3.4 QUESTIONNAIRE, Section 6.0**
- 2.3.5 ADDENDUM, Return all addenda (if applicable).**
- 2.3.6 SUBMISSION REQUIREMENTS (written narrative)**

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**2.4 SUBMISSION REQUIREMENTS**

Offeror's should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following:

- 2.4.1 Offeror shall provide a brief narrative addressing each of the areas listed below:
  - 2.4.1.1 Compliance with Specifications
  - 2.4.1.2 Experience
  - 2.4.1.3 Capabilities of Firm and Staff (Resources)
  - 2.4.1.4 Exposure Control Plan
- 2.4.2 Offeror shall complete and submit **OFFER SHEET, Section 4.0;**
- 2.4.3 Offeror shall complete and submit **PRICE SHEET, Section 5.0;**
- 2.4.4 Offeror shall complete and submit **QUESTIONNAIRE, Section 6.0;**
- 2.4.5 Offeror shall submit reference letters in accordance with **Section 3.14;** and
- 2.4.6 Offeror shall submit copies of all required licenses and certifications;
  - 2.4.6.1 Offeror must be in compliance by the date and time set for the receipt of proposals with all applicable federal, state and local licensing laws, rules and regulations.

**2.5 EVALUATION CRITERIA** The evaluation criteria is weighted in accordance with the Submission Requirements, Section 2.4.

2.5.1 Compliance with Specifications	25%
2.5.2 Experience and References	25%
2.5.3 Capabilities of Firm and Staff	25%
2.5.4 Exposure Control Plan	10%
2.5.5 Cost	15%

**2.6 ALTERNATE OFFERS/EXCEPTIONS**

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.7 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

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- 2.8 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.9 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.10 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.11 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.13.1** Determine in greater detail such Offeror's qualifications, and

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- 2.13.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 2.13.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
- 2.13.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.14 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.15 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.17 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.19 **COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these

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negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

**2.20 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

**2.21 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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### 3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**  
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

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**3.5.1.3 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status** The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

**Primary Coverage** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**3.6 INDEMNIFICATION CLAUSE:**

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

- 3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

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- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 3.9 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each hour of delay, the amount of \$50.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.
- 3.10 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.11 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-11</b> <b>VICTIM ASSISTANCE CLEANUP SERVICES</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

**3.12 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

**3.13 CERTIFICATION** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

**3.14 REFERENCES** Provide with the proposal, three letters of reference from companies for whom contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this proposal.

**3.15 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

 GLENDALE	<p style="text-align: center;"><b>City of Glendale</b>  <b>Materials Management</b>  <b>Solicitation Number: RFP 16-11</b>  <b>VICTIM ASSISTANCE CLEANUP SERVICES</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.16 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.17 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.18 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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**4.0 OFFER SHEET**

**4.1 OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature	Company's Legal Name
Printed Name Address	
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature Email Address	Date

**For questions regarding this offer: (If different from above)**

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_

Arizona Sales Tax No. \_\_\_\_\_ Tax Rate \_\_\_\_\_

Offeror certifies it is a: Proprietorship  Partnership  Corporation

Minority or woman owned business: Yes  No

 <p>GLENDALÉ</p>	<p align="center"><b>City of Glendale Materials Management Solicitation Number: RFP 16-11 VICTIM ASSISTANCE CLEANUP SERVICES</b></p>	<p align="center"><b>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b></p>
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**5.0 PRICE SHEET**

**5.1** The offeror shall provide pricing for each of the following options:

- 1 Each half hour of service at scene between 8:00 AM & 5:00 PM weekdays  
\$ \_\_\_\_\_
- 2 Each half hour of service at scene between 5:00 PM & 8:00 AM weekdays and all hours on weekends and holidays  
\$ \_\_\_\_\_
- 3 Each half hour of service for an additional person, as authorized by the city, at scene between 8:00 AM & 5:00 PM weekdays.  
\$ \_\_\_\_\_
- 4 Each half hour of service for an additional person, as authorized by the city, at the scene between 5:00 PM & 8:00 AM weekdays and all hours on weekends and holidays  
\$ \_\_\_\_\_
- 5 Disposal fee for additional red bags in excess of one: \$ \_\_\_\_\_
- 6 Disposal fee for large items: \$ \_\_\_\_\_
- 7 Transit Department Fee (if different from above) - same day service (respond and cleanup bio-hazard before midnight on the same day (date) that the call for service was made): \$ \_\_\_\_\_

Please explain any minimum or additional charges that may apply. If there are none, please state so in your offer.

**5.2 DISCOUNT/PAYMENT TERMS: \_\_\_\_\_**

**OFFEROR NAME:** \_\_\_\_\_

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## 6.0 QUESTIONNAIRE

Respondents shall answer each of the numbered items below and submit their responses with their proposal. Please use the numbering system below, and identify your answers on a page titled: Questionnaire Response.

1. Describe exact method that the Contractor can be contacted both during normal business hours and after hours to insure a timely response to the request for service. Include the phone numbers for business hours and after-hours contacts.
2. List contractor licenses and permits you have by title, number, expiration date and name of license or permit holder. Submit copies of licenses and permits.
3. What is your anticipated maximum response time to the scene from time service is required, between 8:00 AM - 5:00 PM weekdays?
4. What is your anticipated maximum response time to the scene from time service is required, during the time period of 5:00 PM to 8:00 AM weekdays?
5. What is your anticipated maximum response time to the scene from time service is required, during weekends, i.e., Saturdays and Sundays and holidays?
6. List all personnel who would respond to service requests and describe their training taken. Provide attendance confirmation certificates for all training listed. Confirmation is to include the title of the training, location, instructor's name and date of training.
7. List the vehicle/equipment inventory that is available for this contract:
8. List any additions to equipment or personnel you anticipate if awarded this contract:
9. List any other information that may be helpful in determining your qualifications for this contract:
10. Describe any of the contract requirements you are unable to meet:

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

C-

AGREEMENT FOR

-----TITLE-----

This Agreement for [redacted] ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and [redacted] an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to **Solicitation No. [redacted]** with \_\_\_\_\_ (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
        - (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.
      - d. Sub-contractors.
        - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
        - (2) Contractor will remain fully responsible for Sub-contractor's services.
        - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
        - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
3. **Contractor's Work.**
  - 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
  - 3.2 Licensing. Contractor warrants that:
    - a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
    - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
      - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
      - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.
  - 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
  - 3.4 Coordination; Interaction.
    - a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
    - b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed [REDACTED], as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

- 5.1 Applications.
  - a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
  - b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.8. **Insurance.**8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

[REDACTED]  
 [REDACTED]  
 Phoenix, AZ

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o [REDACTED]  
 City of Glendale  
 6210 W. Myrtle Avenue, Suite #111  
 Glendale, Arizona 85301  
 [REDACTED]

With required copy to:

City Manager	City Attorney
City of Glendale	City of Glendale
5850 West Glendale Avenue	5850 West Glendale Avenue
Glendale, Arizona 85301	Glendale, Arizona 85301

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 90 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
Acting City Manager

By: RICHARD A. BOWERS  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Vendor Name, Inc.  
an Arizona corporation

\_\_\_\_\_  
By: Jacqueline S. Bals  
Its: Chief Operating Officer

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

**EXHIBIT A**

-----TITLE-----

PROJECT

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

**EXHIBIT B**

-----**TITLE**-----

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

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

**DETAILED PROJECT COMPENSATION**

## ATTACHMENT A – SAMPLE SERVICES AGREEMENT

## EXHIBIT C

-----TITLE-----

## DISPUTE RESOLUTION

**1. Disputes.**

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

## ATTACHMENT A - SAMPLE SERVICES AGREEMENT

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**RFP 16-11**

**VICTIM ASSISTANCE CLEANUP SERVICES**

As a result of the pre-proposal conference held on October 21, 2015, the following revisions and clarifications have been made to Request for Proposals No. 16-11:

**SPECIFICATIONS**

**1. PRICING Section 1.4.2.5 first sentence**

**DELETE:** "hourly rate"

**REPLACE with:** "half - hour rate".

**SPECIAL TERMS AND CONDITIONS**

**1. REFERENCES Section 3.14**

**DELETE:** Section 3.14 in its entirety

**REPLACE with: Section 3.14** Provide three (3) companies or agencies for which contractor provided similar services, including, point of contact and phone number. Also include the services provided with a description of any major variation to the requirements of this proposal.

**2. INSURANCE Section 3.5**

**DELETE: 3.5.1.1 Commercial General Liability (CGL):** in its entirety

**REPLACE with: 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$5,000,000** per occurrence, **\$10,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**DELETE: 3.5.1.2 Automobile Liability:** in its entirety

**REPLACE with Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.

**ADD: 3.5.1.4 Contractors' Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$5,000,000 policy aggregate including coverage for Transportation of waste, non-owned disposal sites, third party property damage and liability and first party remediation.

**ADD: Section 3.5.1.5 HIPAA PRIVACY ACT**

Health Insurance Portability and Accountability Act of 1996 (HIPAA) The Contractor must perform all HIPAA privacy compliance tasks and include the cost in the fees proposed to the City.

**Other Insurance Provisions Section 3.5**

**ADD: Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

A copy of the claims reporting requirements must be submitted to the City for review.

**CLARIFICATIONS:**

1. Question: Is there a minimum number years of experience the contractor is required to have for these services?

**Answer: No, the City doesn't require a minimum number of years' experience for these services.**

2. Question: If the City has contracts with more than one contractor, how will we determine which contractor to call first?

**Answer: The panel will determine the primary and secondary contractors through the evaluation process based on the weighed criteria in Section 2.5.**

3. Question: Blood cannot be removed from carpeting effectively and efficiently as stated in Section 1.3.6. How should the contractor deal with this?

**Answer: The City of Glendale's on-site representative shall inspect the area in question and determine the extent of the cleanup services required by the contractor.**

4. Question: Should Workers' Compensation be increased to "High Risk"?

**Answer: No. The Standard Worker's Compensation language shall remain the same.**

5. Question: Should there be insurance requirements for Pollution Legal Liability?

**Answer: Yes, it has been added to the Insurance requirements above.**

6. Question: Will the City require background checks on the contractor's employees, and if so, will the City perform the background checks?

**Answer: No, the City will not require background checks.**

7. Question: What Grade of Contractors Licensing is required for removal of carpeting or drywall?

**Answer: The contractor can contact the Arizona Registrar of Contractors to verify if the licensing they have is adequate for the removal only of carpeting and drywall.**

EXHIBIT A

**The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**RFP 16-11**  
**VICTIM ASSISTANCE CLEANUP SERVICES**

Date: November 4, 2015 Addendum 2

The following revisions and additions have been made to Request for Proposal No. 16-11.

**1. REQUIREMENTS Section 1.3**

**REVISE SECTION 1.3.10 as follows:** The Contractor shall be properly licensed and certified by all applicable jurisdictions, including the State of Arizona, in order to provide required services and lawful biohazardous wastes disposal.

**REPLACE SECTION 1.3.21 as follows:** The Contractor shall comply with the training and record keeping regulations of OSHA regarding Bloodborne Pathogens, Hazard Communication and Personal Protective Equipment as well as class training.

**ADD SECTION 1.3.25:** The Contractor shall comply with all Maricopa County refuse hauler permits for Medical Waste or Non-Hazardous Solid Waste transport.

**2. INSURANCE Section 3.5**

**REVISE SECTION 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence, \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**REVISE Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**REVISE SECTION 3.5.1.4 Contractors' Pollution Legal Liability:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate including coverage for Transportation of waste, non-owned disposal sites, third party property damage and liability and first party remediation.

**The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# **RFP 16-11**

**City of Glendale Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301**

**Submitted by:**

**Crime Clean Decontamination, LLC  
17231 North 26<sup>th</sup> Street  
Phoenix, Arizona 85032**

## **Offer Sheet 2.3.2**



## **Price Sheet 2.3.3**

GLENDALE	<b>City of Glendale Materials Management Solicitation Number: RFP 16-11 VICTIM ASSISTANCE CLEANUP SERVICES</b>	<small>City of Glendale Department of Public Works 10000 Wilshire Blvd Glendale, CA 91201 Tel: 818.241.2000</small>
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**5.0 PRICE SHEET**

5.1 The offeror shall provide pricing for each of the following options:

- 1 Each half hour of service at scene between 8:00 AM & 5:00 PM weekdays  
\$ 50<sup>00</sup>
- 2 Each half hour of service at scene between 5:00 PM & 8:00 AM weekdays and all hours on weekends and holidays  
\$ 50<sup>00</sup>
- 3 Each half hour of service for an additional person, as authorized by the city, at scene between 8:00 AM & 5:00 PM weekdays.  
\$ Ø
- 4 Each half hour of service for an additional person, as authorized by the city, at the scene between 5:00 PM & 8:00 AM weekdays and all hours on weekends and holidays  
\$ Ø
- 5 Disposal fee for additional red bags in excess of one: \$ 35<sup>00</sup>
- 6 Disposal fee for large items: \$ 50<sup>00</sup>
- 7 Transit Department Fee (if different from above) - same day service (respond and cleanup bio-hazard before midnight on the same day (date) that the call for service was made): \$ 500

Please explain any minimum or additional charges that may apply. If there are none, please state so in your offer.

5.2 DISCOUNT/PAYMENT TERMS: Ø

OFFEROR NAME: Crime Clean Decontamination, LLC

## **Questionnaire 2.3.4**

	<b>City of Glendale</b> <b>Materials Management</b> <b>Solicitation Number: RFP 16-11</b> <b>VICTIM ASSISTANCE CLEANUP SERVICES</b>	
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**6.0 QUESTIONNAIRE** \*SEE ATTACHED ANSWERS

Respondents shall answer each of the numbered items below and submit their responses with their proposal. Please use the numbering system below, and identify your answers on a page titled: Questionnaire Response.

1. Describe exact method that the Contractor can be contacted both during normal business hours and after hours to insure a timely response to the request for service. Include the phone numbers for business hours and after-hours contacts.
2. List contractor licenses and permits you have by title, number, expiration date and name of license or permit holder. Submit copies of licenses and permits.
3. What is your anticipated maximum response time to the scene from time service is required, between 8:00 AM - 5:00 PM weekdays?
4. What is your anticipated maximum response time to the scene from time service is required, during the time period of 5:00 PM to 8:00 AM weekdays?
5. What is your anticipated maximum response time to the scene from time service is required, during weekends, i.e., Saturdays and Sundays and holidays?
6. List all personnel who would respond to service requests and describe their training taken. Provide attendance confirmation certificates for all training listed. Confirmation is to include the title of the training, location, instructor's name and date of training.
7. List the vehicle/equipment inventory that is available for this contract:
8. List any additions to equipment or personnel you anticipate if awarded this contract:
9. List any other information that may be helpful in determining your qualifications for this contract:
10. Describe any of the contract requirements you are unable to meet:

City of Glendale  
Materials Management  
Solicitation Number RFP 16-11  
Victim Assistance Cleanup Services

6.0 Questionnaire Response

1. Crime Clean Decontamination, LLC, can be contacted during business hours and after hours via emergency response cell phone 602.692.3492.
2. Licenses, Permits and Certifications: Sharan R. Godwin, License holder  
AZ Registrar of Contractors: B3 #274258 (residential) exp. 8.31.2017  
L-61 236011(commercial)exp. 7.31.2017

HazWOpER Certification, Supervisor, Manager,  
Arizona State University Polytechnic Campus  
Sharan R. Godwin, certificate holder  
29 CFR 120 (e)(4)-no expiration date

HazWOpER Certification, Hazardous Waste Workers,  
Arizona State University Polytechnic Campus  
Toby Anderson, Chris Godwin, exp. 10.23.2016  
29 CFR 1910.1030

HAZCOM 29 CFR 1910.1200  
Sharan R. Godwin, Toby Anderson, Chris Godwin  
And Madison Stuart exp. 05.10.16

AHERA (Asbestos) Supervisor Training  
29 CFR 1926.1101 (k)(9)(vi)  
Sharan R. Godwin, Toby Anderson, Chris Godwin  
Exp.05.11.16

EPA Asbestos Awareness  
40 CFR 763.92 (a)(1)  
EPA Lead based renovation, repair, and Painting  
40 CFR 745.89  
Crime Clean Decontamination, LLC, exp. 04.11.17

Arizona Department of Environmental Quality Biohazardous Waste Transporter  
Registration No. TR070011.02  
Crime Clean Decontamination, LLC, exp. 01.23.17

EXHIBIT A

Maricopa County Medical Waste Hauler

Permit #MV-11-0002

Crime Clean Decontamination, LLC, Sharan R. Godwin

exp. 09.30.2116

3. Crime Clean Decontamination LLC's anticipated response between 800 AM and 5:00 PM is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
4. Crime Clean Decontamination LLC's anticipated response between 500 PM and 8:00 AM is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
5. Crime Clean Decontamination LLC's anticipated response during weekends and holidays is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
6. List of Personnel: Sharan R. Godwin- 22 years of experience  
Toby Anderson-10 years of experience  
Chris Godwin-22 years of experience  
Madison Stuart-4 years of experience  
  
Training: Sharan Godwin-HAZWOPER Supervisor/manager  
Registrar of Contractor license #236011  
Registrar of Contractor #274258  
Bloodborne Pathogens Standard  
EPA lead certified firm  
  
Toby Anderson-HazWOpER 29 CFR 1910.120(e)(8)  
AHERA (asbestos) 29 CFR 1926.1101(k)(9)(vi)  
EPA Lead certified firm  
Bloodborn Pathogens 29 CFR 1910.1030  
HAZCOM 29 CFR 1910.1200  
Confined Space Entry 29 CFR 1910.146  
  
Chris Godwin- HazWOpER 29 CFR 1910.120(e)(8)  
AHERA (asbestos) 29 CFR 1926.1101(k)(9)(vi)  
EPA Lead certified firm  
Bloodborn Pathogens 29 CFR 1910.1030  
HAZCOM 29 CFR 1910.1200  
Confined Space Entry 29 CFR 1910.146  
  
Madison Stuart-Bloodborn Pathogens 29 CFR 1910.1030  
HAZCOM 29 CFR 1910.1200  
Confined Space Entry 29 CFR 1910.146  
United States Army, Chemical, Biological,  
Radiological and Nuclear School 2008



## **Addendum 2.3.5**

<b>ADDENDUM NUMBER ONE</b>	
SOLICITATION: RFP 16-11	Page 1 of 3
Solicitation Due Date: November 17, 2015 before 2:00 PM	

**RFP 16-11****VICTIM ASSISTANCE CLEANUP SERVICES**

As a result of the pre-proposal conference held on October 21, 2015, the following revisions and clarifications have been made to Request for Proposals No. 16-11:

**SPECIFICATIONS****1. PRICING Section 1.4.2.5 first sentence**

**DELETE:** "hourly rate"

**REPLACE with:** "half - hour rate".

**SPECIAL TERMS AND CONDITIONS****1. REFERENCES Section 3.14**

**DELETE:** Section 3.14 in its entirety

**REPLACE with: Section 3.14** Provide three (3) companies or agencies for which contractor provided similar services, including, point of contact and phone number. Also include the services provided with a description of any major variation to the requirements of this proposal.

**2. INSURANCE Section 3.5**

**DELETE:** 3.5.1.1 Commercial General Liability (CGL): in its entirety

**REPLACE with: 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence, \$10,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**DELETE:** 3.5.1.2 Automobile Liability: in its entirety

**REPLACE with Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

**ADD: 3.5.1.4 Contractors' Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$5,000,000 policy aggregate including coverage for Transportation of waste, non-owned disposal sites, third party property damage and liability and first party remediation.

**ADD: Section 3.5.1.5 HIPAA PRIVACY ACT**

Health Insurance Portability and Accountability Act of 1996 (HIPAA) The Contractor must perform all HIPAA privacy compliance tasks and include the cost in the fees proposed to the City.

	<b>ADDENDUM NUMBER ONE</b>	
	SOLICITATION: RFP 16-11 <span style="float: right;">Page 2 of 3</span> Solicitation Due Date: November 17, 2015 before 2:00 PM	

**Other Insurance Provisions Section 3.5**

**ADD: *Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

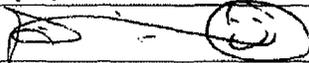
A copy of the claims reporting requirements must be submitted to the City for review.

**CLARIFICATIONS:**

1. Question: Is there a minimum number years of experience the contractor is required to have for these services?
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	<b>ADDENDUM NUMBER ONE</b>	
	SOLICITATION: RFP 16-11 <span style="float: right;">Page 3 of 3</span> Solicitation Due Date: November 17, 2015 before 2:00 PM	

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

Name of Company: Crime Clean Decontamination LLC  
Address: 17231 N. 26<sup>th</sup> St. Phoenix, AZ 85032  
Authorized Signature:   
Print Name and Title: Sharon R. Godwin, Owner

<b>ADDENDUM NUMBER TWO</b>	
SOLICITATION: RFP 16-11	Page 1 of 1
Solicitation Due Date: November 17, 2015 before 2:00 PM	

**RFP 16-11**  
**VICTIM ASSISTANCE CLEANUP SERVICES**

Date: November 4, 2015 Addendum 2

The following revisions and additions have been made to Request for Proposal No. 16-11.

**1. REQUIREMENTS Section 1.3**

**REVISE SECTION 1.3.10 as follows:** The Contractor shall be properly licensed and certified by all applicable jurisdictions, including the State of Arizona, in order to provide required services and lawful hazardous wastes disposal.

**REPLACE SECTION 1.3.21 as follows:** The Contractor shall comply with the training and record keeping regulations of OSHA regarding Bloodborne Pathogens, Hazard Communication and Personal Protective Equipment as well as class training.

**ADD SECTION 1.3.25:** The Contractor shall comply with all Maricopa County refuse hauler permits for Medical Waste or Non-Hazardous Solid Waste transport.

**2. INSURANCE Section 3.5**

**REVISE SECTION 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \_\_\_\_\_ per occurrence, \_\_\_\_\_ aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

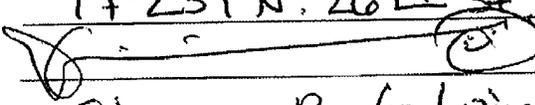
**REVISE Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \_\_\_\_\_ per accident for bodily injury and property damage.

**REVISE SECTION 3.5.1.4 Contractors' Pollution Legal Liability:** with limits no less than **\$1,000,000** per occurrence or claim, and \_\_\_\_\_ policy aggregate including coverage for Transportation of waste, non-owned disposal sites, third party property damage and liability and first party remediation.

**The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.**

Name of Company: Crime Clean Decontamination, LLC

Address: 17231 N. 26th St Phx AZ 85032

Authorized Signature: 

Print Name and Title: Sharan R. Godwin

## **Submission Requirements 2.3.6**

#### **2.4.1.1 Compliance with Specifications**

Crime Clean Decontamination, LLC currently is the primary vendor for the City of Tempe. We also have been awarded primary vendor status with the City of Mesa, the City of Goodyear and the City of Phoenix (declined) in which we did immediate emergency response scenes 24 hours a day, 365 days of the year. Our 22 years of experience include emergency response to private residences, apartments, public housing units, traffic accidents, remediation of police vehicles, and the streets, remediating blood, vomit, feces, urine. We are fully licensed, bonded, insured, certified and permitted to perform these functions in the state of Arizona.

#### **2.4.1.2 Experience:**

Crime Clean Decontamination, LLC, has 22 years of biohazard waste remediation emergency response experience. We are licensed, bonded, certified, trained and permitted for biohazardous waste response. Both of my lead employees are HAZWOpER, Lead, Asbestos certified and trained in the bloodborne Pathogen, HAZCOM, Confined Space Entry, and have worked for me for 20 years and 10 years. We have responded to over 20,000 calls in 22 years working with local police agencies, private citizens, insurance companies and apartment complexes remediating blood, vomit, feces, and urine.

#### **2.4.1.3 Capabilities of Firm and Staff (Resources)**

**Sharan Godwin** has 22 years of biohazardous waste remediation experience. She is a licensed contractor with the Arizona Registrar of Contractors (274258-residential and 236011-commercial), has certified her business with the Environmental Protection Agency (EPA) for lead renovation, is HazWOpER Supervisor/Manager certified, bloodborne pathogen trained (29 CFR 1910.1030), is trained in the HAZCOM Standard (29 CFR 1910.1200), and Confined Space Entry (29 CFR 1910.146).

**Toby Anderson** has 10 years of Supervisor experience with Crime Clean Decontamination, LLC. He is HazWOpER certified, AHERA (Asbestos) certified, EPA Lead Renovation certified, bloodborne pathogen trained (29 CFR 1910.1030), is trained in the HAZCOM Standard (29 CFR 1910.1200), and Confined Space Entry (29 CFR 1910.146).

**Christopher Godwin** has 22 years of experience working with Crime Clean Decontamination, LLC. Chris is HazWOpER certified, AHERA (Asbestos) certified, EPA Lead Renovation certified, bloodborne pathogen trained (29 CFR 1910.1030), is trained in the HAZCOM Standard (29 CFR 1910.1200), and Confined Space Entry (29 CFR 1910.146).

EXHIBIT A

**Madison Stuart** is trained in the blood bloodborne pathogen standard trained (29 CFR 1910.1030), is trained in the HAZCOM Standard (29 CFR 1910.1200), and Confined Space Entry (29 CFR 1910.146), United States Army Chemical, biological, Radiological, and Nuclear School. Madison does not work unsupervised at this time. If I can hire him full time in the future, he will be fully certified.

# **EXPOSURE CONTROL PLAN**

## **29 CFR 1910.1030**

**Sharan R. Godwin  
Crime Clean Decontamination, LLC  
17231 North 26<sup>th</sup> Street  
Phoenix, Arizona 85032  
602.692.3492/Fax 602.992.1796  
Arizona Register of Contractors B-3 274258  
Arizona Register of Contractors L-61 236011**

Revision 25/April 2015

Crime Clean is an affirmative action in employment firm. Discrimination based on age, race, sex, creed, color, religion, sexual orientation, national origin, or otherwise unfair employment practices will not be tolerated. Crime Clean is a drug free work environment. Routine/random drug testing is mandatory. Criminal background investigations will be conducted on all potential employees, although a criminal record is not necessarily reason not to hire. Any refusal is subject to termination or non-hire.

This Exposure Control Plan (ECP) is intended to serve as Crime Clean's guide to the OSHA Bloodborne Pathogens standard. A central component of Crime Clean's business philosophy is employee safety and health.

The intent of the ECP is to provide Crime Clean employees with an easy-to-use format for developing work habits that lead to good work practices. This is not a substitute for the OSHA act codified at 29 CFR 1910.1030. The OSHA act is kept in the business office located at 17802 North 35<sup>th</sup> Place and is available for employee review at all times. This is a guide for safe work practices and know-how in crime scene situations and infectious/medical waste decontamination.

Crime Clean is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist Crime Clean in implementing and ensuring compliance with the standard, thereby protecting Crime Clean employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment (PPE)
  - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping

EXHIBIT A

- Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the subsequent pages of this ECP.

**PROGRAM ADMINISTRATION**

- Sharan R. Godwin and Michelle Johnson are responsible for the implementation of the ECP. Sharan R. Godwin will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number:

Sharan R. Godwin  
17802 North 35<sup>th</sup> Place  
Phoenix, Arizona 85032  
Phone/Fax 602.992.1796

- Those employees who are determined to have occupation exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.
- Sharan R. Godwin will be responsible for ensuring that all medical actions required are performed and that appropriated employee health and OSHA records are maintained. Contact location/phone number:

Sharan R. Godwin  
17802 North 35<sup>th</sup> Place  
Phoenix, Arizona 85032  
Phone/Fax 602.992.1796

Sharan R. Godwin will be responsible for training, documentation of training, and making written ECP available to employees, OSHA, and NIOSH representatives. Contact location/phone number:

Sharan R. Godwin  
17802 North 35<sup>th</sup> Place  
Phoenix, Arizona 85032  
Phone/Fax 602.992.1796

**EMPLOYEE EXPOSURE DETERMINATION**

The following is a list of all job classifications at Crime Clean in which all employees have occupational exposure to bloodborne pathogens:

<u>JOB TITLE</u>	<u>DEPARTMENT/LOCATION</u>
Decontamination Tech	Various crime scenes

## **METHODS OF IMPLEMENTATION AND CONTROL**

### Universal Precautions

All employees will utilize universal precautions at all times. Universal Precaution(s) is the knowledge that all fluids known, unknown or suspected to be biohazardous would be treated as such. This is specifically outlined in 29 CFR 1910.1030(c)(1)(v)(1) and stated as such "General. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials."

### Exposure Control Plan

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training and in on-going ad hoc training sessions. All employees have an opportunity to review this plan at any time during their work shifts or at any time by contacting Sharan R Godwin. If requested we will provide an employee with a copy of the ECP free of charge and within 15 days of the request.

Sharan R. Godwin is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

### Engineering Controls and Work Practices

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

- Inner gloves/outer gloves
- Chemical resistant steel toed work boots
- Chem tape
- Dupont tyvek suits
- Draeger face masks
- Sharps disposal containers
- Biohazardous red bags
- Biohazardous tubs

- Face goggles
- Face shields
- Clamps, tongs, or pliers
- All hand tools

While some of these items are also considered PPE, because of the unique circumstances at a crime scene, they are also considered engineering controls as such, a barrier method.

Sharps disposal containers are inspected and maintained or replaced by Sharan R. Godwin on an "as needed" basis.

Crime Clean acknowledges and identifies the need for changes in engineering controls and work practices through OSHA interaction, NIOSH interaction, on-line NIOSH/OSHA updates, industry contacts, employee interviews, and on-going ad hoc training on work practices and procedure.

We evaluate need procedures or new products by employee suggestion, materials review, MSDS, and industry contacts.

All staff is actively involved in trying new product and suggestions as to safer work practice and procedure. Crime Clean has an "open door" policy where employee safety, health, and any suggestions are concerned.

Sharan R. Godwin will ensure effective implementation of the recommendations if they comply with NIOSH/OSHA guidelines, policies, procedures, are cost effective, and ensure employee safety.

#### Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Training is provided by Sharan R. Godwin in the use of the appropriate PPE for the tasks or procedure employees will perform.

The types of PPE available to employees are as follows:

- Inner gloves
- Outer gloves
- Chem tape
- Tyvek Suits
- Chemical resistant work boots
- Face shields

- Goggles
- Draeger respiratory masks

PPE is located in all work vehicles. Extra PPE is located at 17231 North 26<sup>th</sup> Street and may be obtained through Sharan R Godwin.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removal of gloves or other PPE.
- Remove PPE after it becomes contaminated, and before leaving the work area.
- Used PPE may be disposed of in biohazardous tubs located in Crime Clean vehicles.
- At all times wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated with blood or OPIM, in such a way as to avoid contact with the outer surface.

The procedure for handling used PPE is to dispose of it in a red bag lined biohazardous waste tub located in all Crime Clean vehicles. Items that can be decontaminated will be placed in a tub marked "to be decontaminated" for later decontamination.

### Housekeeping

**Regulated waste** is placed in containers which can be closed, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (See Labels), and closed prior to removal to prevent spillage, or protrusion of contents during handling.

The procedure for handling **sharps disposal containers** is: full sharps containers will be closed and latched, placed in a red bag, and secured in a biohazardous tub for disposal at disposal site.

The procedure for handling **other regulated waste** is: all biohazardous waste will be placed in red bags, secured in biohazard tubs and disposed of at disposal site. **Other non-regulated waste** will be treated as **solid waste** and discarded at a landfill.

**Contaminated sharps** are discarded immediately or as soon as discovered at decontamination scene in containers that are closable, puncture resistant, leakproof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available in all Crime Clean vehicles and will be replaced by Sharan Godwin as needed.

**Bins and pails** (e.g. tool buckets, Crime Clean owned biohazardous tubs) are cleaned and decontaminated as soon as feasible after visible contamination.

**Broken glassware** may occur at a crime scene and will be treated as OPIM at all times. Glassware can cut through work gloves and other PPE and will be handled as OPIM for worker safety. Broken glassware etc. will never be handled with gloved hands. Tongs, clasps, or pliers will be used to facilitate disposal in tubs.

#### Laundry

All Crime Clean laundry is disposable after each use. Tyveks will be disposed of in biohazardous tubs after completion of decontamination at site.

#### Labels

The following labeling method is implemented by Crime Clean:

All equipment in Crime Clean vehicles is specific for Crime Clean's use. All equipment is marked "Crime Clean". All biohazardous tubs and sharps containers are labeled with standard industry biohazard waste or infectious waste red labels. Red bags will be utilized in all instances of infectious/medical/biohazardous waste as all this waste is handled and treated the same way. This waste will then be placed in industry standard biohazardous tubs for transportation to waste site.

## **HEPATITIS B VACCINATION**

Sharan Godwin will provide training to employees on hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training within 10 days of initial assignment to employees identified in the exposure determination section of this plan. Vaccination is encouraged unless: I) documentation exists that the employee has previously received the series, II) antibody testing reveals that the employee is immune, or III) medical evaluation shows that vaccination is contraindicated. However, if an employee chooses to decline vaccination, the employee must sign a waiver/declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept at 17802 north 35<sup>th</sup> Place, and is a medical record, kept privately for in-house use only. **These records will not be available to/for any other uses than Crime Clean compliance with the OSHA standard (29 CFR 1910.1030).**

Vaccinations will be administered by the Maricopa Medical Health department located at 2601 East Roosevelt Street, Phoenix, AZ

Following hepatitis B vaccinations, the health care professional's Written Opinion will be limited to whether the employee requires the hepatitis B vaccine, and whether the vaccine was administered.

## **POST-EXPOSURE EVALUATION AND FOLLOW-UP**

Should an exposure incident occur, contact Sharan Godwin immediately at 602.992.1796/602.201.5142.

An immediately available confidential medical evaluation and follow-up will be conducted by Donald Cryan, MD, Following initial first-aid (clean the wound, flush eyes or other mucous membrane, etc.) the following activities will be performed:

Document routes of exposure and how exposure occurred.

Identify and document the source individual (unless the employer has established that identification is not feasible or prohibited by state or local law)

Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity;

- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for this facility are available from Sharan Godwin at 17802 North 35<sup>th</sup> Place.

## **RECORDKEEPING**

### Training records

Training records are completed for each employee upon completion of training. These documents will be kept for at least **three years** at 17802 North 35<sup>th</sup> Place.

The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be addressed to Sharan Godwin, Owner.

### Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20, "Access to Employee Exposures and Medical Records."

Sharan Godwin is responsible for maintenance of the required medical records. These **confidential** records are kept at 17802 North 35<sup>th</sup> Place for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written, **notarized** consent of the employee within 15 working days. Such requests should be sent to Sharan R. Godwin, 17802 North 35<sup>th</sup> Place, Phoenix, Arizona 85032.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (20 CFR 1904). Sharan Godwin does this determination and the recording activities.

**HEPATITIS B VACCINE DECLINATION (MANDATORY)**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**HAZARD COMMUNICATION  
PROGRAM  
29 CFR 1910.1200**

**Sharan R. Godwin  
Crime Clean Decontamination, LLC  
17231 North 26<sup>th</sup> Street  
Phoenix, Arizona 85032  
602.692.3492/Fax 602.992.1796  
Arizona Register of Contractors B-3 274258  
Arizona Register of Contractors L-61 236011**

Revision18/Jan 2015

Crime Clean is an affirmative action in employment firm. Discrimination based on age, race, sex, creed, color, religion, sexual orientation, national origin, or otherwise unfair employment practices will not be tolerated. Crime Clean is a drug free work environment. Routine drug testing is mandatory. Criminal background investigations will be conducted on all potential employees, although a criminal record is not necessarily reason not to hire. Any refusal is subject to termination or non-hire.

**PURPOSE**

The purpose of this program is to ensure that proper hazard control measures for chemicals used by are understood to Crime Clean employees.

Crime Clean's written program is available for employee review at any time. A copy of this document, the Exposure Control Plan, and any other relevant material will be kept in a notebook in each vehicle.

**CONTAINER LABELING**

Crime Clean Decontamination, LLC is in compliance with the OSHA requirement for Globalization standards for SDS formerly MSDS. Crime Clean Decontamination, LLC also acknowledges that the need for a re-assessment of our HAZCOM as long as our HAZCOM remains in effect for our employees. (See step 6 of the OSHA Fact Sheet at [www.osha.gov/dsg/hazcom](http://www.osha.gov/dsg/hazcom)).



*MSDS Update*

Sharan Godwin will verify that all containers received by Crime Clean will:

- Be clearly labeled as to the contents, matching the MSDS
- Note the appropriate hazard warnings
- List the name and address of the manufacturer

No containers will be released for use until the above data is verified.

**MATERIAL SAFETY DATA SHEETS (MSDS)**

Copies of MSDS's for all hazardous chemicals to which employees may be exposed will be kept in all Crime Clean vehicles and in the office located at 17802 North 35<sup>th</sup> Place. Sharan Godwin will be responsible for ensuring that:

- MSDS's for the new chemicals are available
- MSDS's will be available for review to all employees during each work shift and at all times
- Copies will be available on request

## **EMPLOYEE TRAINING AND INFORMATION**

Each employee will be provided the following information and training before working in areas where hazardous chemicals exist. In addition, if a new hazardous material is introduced into the workplace, affected employees will be given new information and training concerning that material.

### **A. MINIMUM INFORMATION PROVIDED**

- (1) All operations and locations in the work area where hazardous chemicals are present
- (2) The location and availability of the written HAZCOM program, including list(s) of hazardous chemicals used and related MSDS's
- (3) The method Crime Clean will use to inform employees of potential hazards of non-routine tasks (jobs that are not routine for an individual because of infrequency, location, or type)

### **B. MINIMUM TRAINING PROVIDED**

- (1) Methods and observations used to detect the presence or release of a hazardous chemical in the work area (such as company monitoring programs, continuous monitoring devices, visual appearance, odor or to other characteristics of hazardous chemicals)
- (2) The physical and health hazards of chemicals in the assigned work area
- (3) The measures to take to protect against such hazards, including specific company procedures concerning work practices, emergencies and care and use of protective equipment
- (4) Details of the company hazard communication program, including explanation of the labeling system, the material safety data sheets and how to obtain and use the appropriate hazard information

Upon completion of the training, each employee will sign a form acknowledging receipt of the written hazcom program and related training.

### **HARDOUS NON-ROUTINE TASKS**

When Crime Clean employees are required to do hazardous non-routine tasks, such as using power tools (drill, skill saw, etc.), Crime Clean will address how employees doing the work will be informed about the specific hazards to which they will be exposed, what personal protective equipment will be provided and who will be responsible to oversee the operation or operations.

### **INFORMING CONTRACTORS**

Sharan Godwin will provide all applicable information to contractors and their employees with the following information:

- (1) Hazardous chemicals to which they may be exposed while on the job site
- (2) Measures the employees may take to lessen the possibility of exposure
- (3) Steps the company has taken to lessen the risks
- (4) Where the MSDS's are for chemicals to which they may be exposed
- (5) Procedures to follow if they are exposed

### **CONTRACTOR INFORMING EMPLOYERS**

Contractor entering this workplace with hazardous materials will supply this employer with MSDS's covering those particular products the contractor may expose Crime Clean employees to while working at the site.



The Procter & Gamble Company  
 P&G Household Care  
 Fabric & Home Care Innovation Center  
 5299 Spring Grove Avenue  
 Cincinnati, OH 45217-1087

## MATERIAL SAFETY DATA SHEET

MSDS #: RQ1212675 / 1310079  
 Supersedes: RQ1006515

Issue Date: 1/29/2014  
 Issue Date: 1/4/2011

### SECTION I - PRODUCT IDENTIFICATION

Identity: **Liquid Hand Dishwashing Detergents and Antibacterial Hand Soaps** **Finished Product**  
 Brands: **NON-ULTRA DAWN**  
 Non-Ultra Dawn Original Blue [96285424],  
 Non-Ultra Dawn Summertime Showers [96285423],  
 Non-Ultra Dawn with Bleach Alternative Fresh Rapids [96285420],  
 Non-Ultra Dawn Lemon Dishwashing Liquid/Antibacterial Hand Soap [96268215],  
 Non-Ultra Dawn Apple Blossom Dishwashing Liquid [96285425],

**P&G Telephone Number:** 1-800-725-3296  
 or call Local Poison Control Center or your physician.

### SECTION II - HAZARDS IDENTIFICATION

**Potential Health Hazards (Acute and Chronic):** (See Section 11 for more information)

Ingestion: Ingestion may cause transient gastrointestinal irritation.

Eye Contact: May cause mild, transient irritation.

Skin: Transient irritation with prolonged exposure to concentrated material.

Inhalation: N/A

**Signs and Symptoms of Exposure:**

Ingestion: May result in nausea, vomiting, and/or diarrhea.

Eye Contact: May cause stinging, tearing, itching, swelling, and/or redness.

Skin: Prolonged contact with concentrated material may be drying or transiently irritating to skin.

Inhalation: N/A

**Potential Environmental Effects:** (See Section 12 for more information)

### SECTION III - COMPOSITION AND INGREDIENTS

Ingredients listed on the product label are: biodegradable anionic surfactants and **no phosphate**. For Dawn Bleach Alternative Fresh Rapids, ingredients listed on the product label are: biodegradable anionic surfactants, enzymes, and **no phosphate**. For antibacterial hand soaps, active ingredient is triclosan at 0.1%. Inactive ingredients for antibacterial hand soaps are listed in the Drug Facts box on back label.

Hazardous Ingredients as defined by OSHA, 29 CFR 1910.1200, and/or WHMIS under the HPA:

<u>Chemical Name</u>	<u>Common Name</u>	<u>CAS No.</u>	<u>Composition Range</u>	<u>LD50/LC50</u>
Ethyl alcohol	Ethanol	64-17-5	0.1-1%	LD50(oral, rat) - 7.06 g/kg

EXHIBIT A

Alcohol Ethoxysulfate, sodium salt	Sodium Laureth Sulfate	68585-34-2	10-30% total anionic surfactant	LD50 (oral, rat) - >2g/kg
Alcohol Sulfates, sodium salt	Sodium Lauryl Sulfate	68585-47-7		LD50 (oral, rat) - >2g/kg
Amines, C10-16 alkyldimethyl, N-oxides	Alkyl Dimethyl Amine Oxide	70592-80-2	1-5%	LD50 (oral, rat) - 1.33 g/kg
<p>These substances are listed because in their pure bulk form they meet the OSHA and/or WHMIS definition of hazardous. Any hazards associated with this finished product are listed in Section II of this MSDS.</p>				

SECTION IV - FIRST AID INFORMATION
<p><b>First Aid Procedures:</b>                  Ingestion: Drink 1 or 2 glasses of water.                  Eye Contact: Flush thoroughly with water for 15 minutes.                  Skin: If prolonged contact occurs, rinse thoroughly with water. If spilled on clothing, change clothes. If symptoms persist or recur, seek medical attention.                  Inhalation: N/A  <b>Other:</b> Consumer product package has the following precautionary statement on the back label: "For external use only. Keep out of the reach of children. If Dawn gets in eyes, rinse thoroughly with water. If swallowed, drink a glass of water to dilute."</p>

SECTION V - FIRE FIGHTING INFORMATION
<p><b>Flammable Properties:</b> The liquid hand dishwashing detergents have a flashpoint of 115-135°F (46.1-57.2°C) Pensky-Martens (Closed cup). However, the detergents do <b>not</b> sustain combustion according to ASTM D4206.</p>
<p><b>Flammable Properties:</b>                  Upper Flammable Limit: N/A                  Lower Flammable Limit: N/A</p>
<p><b>Explosive Limits:</b> UEL: N/A LEL: N/A</p>
<p><b>Auto-ignition Temperature:</b> N/A</p>
<p><b>Hazardous Combustion Products:</b> N/A</p>
<p><b>Explosion Data (Sensitivity to Mechanical Impact):</b> N/A  <b>Explosion Data (Sensitivity to Static Discharge):</b> N/A</p>
<p><b>Extinguishing Media:</b>                  Suitable: CO<sub>2</sub>, water or dry chemical may be used.                  Unsuitable: N/K</p>
<p><b>Protection of Firefighters:</b>                  Specific Hazards Arising from the Material: None.</p>

SECTION VI - ACCIDENTAL RELEASE MEASURES
<p><b>Personal Precautions:</b> None  <b>Environmental Precautions:</b> DISPOSAL IS TO BE PERFORMED IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS. Solutions of the detergents may be allowed to be flushed down sewer - First check with your local water treatment plant. Recycling is recommended for undiluted scrap product. Do not landfill.  <b>Steps To Be Taken in Case Material is Released or Spilled:</b> Prevent spills from reaching a waterway. Sorbents may be used. Read "Waste Disposal Method" below for further information.</p>

SECTION VII - HANDLING AND STORAGE
------------------------------------

**Precautions To Be Taken in Handling:** No special precautions necessary.  
**Precautions To Be Taken in Storage:** No special precautions necessary.

### SECTION VIII - EXPOSURE CONTROLS / PERSONAL PROTECTION

**Recommended Exposure Guidelines:**

**Engineering Controls:** N/A

**Personal Protective Equipment (PPE):** N/A

**Eye/Face Protection:** None required with normal household use.

**Industrial Setting:** For splash protection, use chemical goggles. Eye wash fountain is recommended.

**Skin Protection:** None required with normal household use.

**Industrial Setting:** Protective gloves (rubber, neoprene) should be used for prolonged direct contact.

**Respiratory Protection:** No special precautions for casual exposure.

**Ventilation Local Exhaust:** None required with normal consumer use. *Special:* None

**Industrial (General):** Normal/general dilution ventilation is acceptable. *Other:* None

### SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

**Appearance (color, physical form, shape):** Clear, opaque or colored liquids.

**Odor:** Perfumed

**Odor Threshold:** N/A

**Physical State:** Liquid hand dishwashing solution

**Vapor Pressure (mm Hg):** N/K

**Vapor Density (Air=1):** N/K

**Boiling Point:** N/K

**Partition Coefficient (n-octanol/water):** N/K

**Volatile Organic Compound (VOC):** Not applicable - Product not regulated for VOC Content at State or Federal level

**Flash Point (Method Used):** 115-135°F (46.1-57.2°C) Pensky-Martens (Closed cup) but do not sustain combustion according to ASTM D4206.

**Reserve Alkalinity:** N/A

**Solubility in Water:** Complete

**Decomposition Temperature:** N/K

**Evaporation Rate (nBuOAc=1):** N/K

**Specific Gravity/Density:** ca. 1

**Melting/Freezing Point:** ~ 30 °F (-1.1°C)

**pH (10% solution):** 9

### SECTION X - STABILITY AND REACTIVITY

**Chemical Stability:** Stable

**Conditions to Avoid:** None known

**Incompatible Materials:** None

**Hazardous Decomposition Products:** None known

**Possibility of Hazardous Reactions:** None known

### SECTION XI - TOXICOLOGICAL INFORMATION

Liquid hand dishwashing detergents have a relatively low order of toxicity, may cause transient irritation and are expected to be emetic.

**Chronic Effects:** No chronic health effects reported.

**Target Organs:** No target organs reported.

**Carcinogenicity:** This finished product is not carcinogenic. NTP: No IARC: No OSHA: No

### SECTION XII - ECOLOGICAL INFORMATION

All surfactants are readily biodegradable.

**SECTION XIII - DISPOSAL CONSIDERATIONS**

**Waste Disposal Method:** DISPOSAL SHOULD BE IN ACCORDANCE WITH FEDERAL, STATE/PROVINCIAL AND LOCAL REGULATIONS

*Non Household Setting:* Products covered by this MSDS, in their original form, when disposed as waste, are considered **non hazardous waste** according to Federal RCRA regulations (40 CFR 261). Disposal should be in accordance with local, state and federal regulations. Solutions of diluted detergent in the course of use, may be allowed to be flushed down sewer. First check with your local water treatment plant. Recycling is recommended for undiluted scrap product. Do not landfill.

California Hazardous Waste: Not hazardous, in accordance with 22 CCR 66261.20 through 22 CCR 66261.24

*Household Use:* Household product is safe for disposal down the drain during detergent use or in the trash. Dispose of empty bottle in the trash or recycle where facilities exist.

**SECTION XIV - TRANSPORT INFORMATION**

Products covered by this MSDS, in their original form, are not regulated for transportation.

**Ground Transport (US DOT):** Not regulated

**Air Transport (IATA):** Not regulated

**Marine/Water Transport (IMDG):** Not regulated

**SECTION XV - REGULATORY INFORMATION**

**United States**

All intentionally-added components of this product are listed on the US TSCA Inventory. This product is not subject to warning labeling under California Proposition 65. EPA Reg. No.: Not Applicable

**This product contains the following SARA 313/302/304/311/312 chemicals:**  
None

**This product contains the following CERCLA chemicals:**

Chemical Name	CAS Number	Max Range in Product (%)
Ethanol	64-17-5	1.0%

**State Right-to-Know:**

The following ingredients present in the finished product are listed on state right-to-know lists or state worker exposure lists:

Ingredient	CAS #	Max Level	State				
			IL	MA	NJ	PA	RI
Ethanol	64-17-5	1.0%	X	X	X	X	X

Perfumes contained within the products covered by this MSDS comply with appropriate IFRA guidance

**Canada**

All ingredients are CEPA approved for import to Canada by Procter & Gamble. This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and this MSDS contains all information required by the Controlled Products Regulations.

**SECTION XVI - OTHER INFORMATION**

Perfumes contained within the products covered by this MSDS comply with appropriate IFRA guidance.

P&G Hazard Rating:	Health:	1	4=EXTREME
	Flammability:	1	3=HIGH
	Reactivity:	0	2=MODERATE
			1=SLIGHT
			0=NOT SIGNIFICANT

\*N/A. - Not Applicable

\*N/K. - Not Known

Data supplied is for use only in connection with occupational safety and health.

**DISCLAIMER:** This MSDS is intended to provide a brief summary of our knowledge and guidance regarding the use of this material. The information contained here has been compiled from sources considered by Procter & Gamble to be dependable and is accurate to the best of the Company's knowledge. It is not meant to be an all-inclusive document on worldwide hazard communication regulations.

This information is offered in good faith. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage or release to the environment. Procter & Gamble assumed no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.



## SAFETY DATA SHEET

## Oil Eater® ORANGE Zero VOC Cleaner/Degreaser

In compliance with International Regulations: GHS -SDS Effective Date: March 2014  
 Federal regulations: CFR 29 and 42  
 State: Illinois Public Act 83-240

## SECTION 1 – CHEMICAL PRODUCT &amp; COMPANY IDENTIFICATION

Common Name: Oil Eater® ORANGE Cleaner/Degreaser CH12119  
 Chemical Family: Aqueous Surfactant Solution  
 Manufacturer Name: Kafko International, Ltd.  
 Address: 3555 W Howard St. Skokie, IL. 60076-4012  
 Phone: (847) 763-0333 Fax: (847) 763-0334  
 Emergency Contact: Chemtrec (800) 424-9300  
 Hazard Classification: Non-Hazardous, Non-Corrosive, And Non-Toxic

## SECTION 2 - HEALTH HAZARD IDENTIFICATION

**Emergency Overview:** Oil Eater® ORANGE Cleaner Degreaser is Non-Corrosive and does not pose any known acute or chronic physical hazards.

**Carcinogenic:** This product is not considered a carcinogen

**Effects of Overexposure:**

**Skin:** Non-Corrosive. No effect under normal use. Product may cause irritation or rash to those with hypersensitivity. Prolonged contact may result in dryness and ulceration.

**Eyes:** Can cause eye irritation. Category 2B

**Ingestion:** Non-Toxic per Consumer Product Safety Commission and FHSA standards. Acute oral LD50 greater than 5 g/kg.

**Inhalation:** No effect under normal use. Excessive inhalation may cause irritation of the respiratory passage

**NFPA Rating:** Health 1 Flammability 0 Reactivity 1

**Labeling:** EYE IRRITANT – Avoid contact with eyes. If contact occurs flush with water. If irritation persists, seek medical care.

**GHS Category:** 2B – Mild Eye Irritant



## SECTION 3 - INGREDIENTS

MATERIAL	CAS #	% by WT.
Sodium metasilicate - pentahydrate	6834-92-0	< 5%
Dipropylene Glycol n-butyl ether	29911-28-2	< 5 %
Linear Alcohol Ethoxylate	68439-46-3	< 5 %

## SECTION 4 – FIRST AID MEASURES

**Skin Contact:** Remove contaminated clothing. Rinse skin with warm water for 15 minutes. If irritation occurs seek medical attention.

**Eye Contact:** Flush with water for 15 minutes. If irritation persists seek medical attention.

**Ingestion:** Drink large quantities of water. Call physician immediately.

**Inhalation:** Remove to fresh air immediately. If irritation persists, contact physician

## SECTION 5 - FIRE AND EXPLOSION HAZARD DATA

**Flammability of the product:** Non Flammable  
**Flash Point:** None  
**Extinguishing Media:** Dry Chemical, Water Fog, Co2, Sand  
**Fire Fighting Procedures:** Wear Self Contained Breathing Apparatus  
**Products of combustion:** Carbon oxides  
**Fire Hazards in the presence of other chemicals ;** No specific information is available  
**Unusual Fire Hazards:** None Expected

## SECTION 6 – ACCIDENTAL RELEASE MEASURES

**Small Spill:** Absorb with industrial absorbent. Dispose of in accordance with local, state & federal regulations. Rinse residue to avoid slippery conditions.  
**Large Spill:** Non-flammable material. Wear chemical resistant gloves, boots and goggles. Stop the source of the spill. Collect the spill using mechanical means. Waste disposal method: Fully water-soluble. Follow all local, state and federal regulations.

## SECTION 7 – HANDLING &amp; STORAGE

**Precautions:** Store containers upright in cool dry place  
**Storage:** Store product in original containers. Do not store in metal vessels  
**Other precautions:** Keep out of reach of children

## SECTION 8 – EXPOSURE CONTRIOLS &amp; PERSONAL PROTECTION

**Engineering Controls:** No control measures are required under normal conditions. If large quantities are involved use NIOSH or MSHA approved respirator Limited personal exposures exist with this product. As always keep airborne vapors below TLV limits. Ensure that proper work-station safety mechanisms are operative and tested including showers and eyewash stations.

EXHIBIT A

Personal Protection: Safety glasses are recommended, chemical resistant gloves aprons and suits are optional for those with dermatological sensitivity.

**SECTION 9 - PHYSICAL DATA**

Boiling point: 200° F  
Voc content: 0.36 % wt. (4 grams / liter)  
Solubility in water: COMPLETE  
Appearance and odor: Clear Solution With A Characteristic Odor  
Specific gravity: 1.03 – 1.045  
pH: 12.4 – 13.3

**SECTION 10 - REACTIVITY DATA**

Conditions To Avoid: Extreme Heat  
Stability: Stable  
Incompatibility: Acids, Strong Oxidizers  
Hazardous Polymerization: Will Not Occur  
Corrosivity: Non-corrosive

**SECTION 11 - TOXICOLOGICAL DATA**

Not determined for this solution, however all components are considered low in toxicity.

Special Remarks: May cause eye irritation which is reversible

**SECTION 12 - Ecological Data**

Persistence and degradability: This product is expected to be inherently biodegradable.  
Bio-accumulative potential: There is no evidence to suggest bioaccumulation will occur.  
Mobility: Accidental spillage may lead to penetration in the soil and groundwater. However, there is no evidence that this would cause adverse ecological effects.

Aquatic Toxicity: Not determined for this solution, however all components are considered low in toxicity.

**SECTION 13 - DISPOSAL CONSIDERATIONS**

Waste Disposal: Dispose of in accordance with local, state & federal regulations.  
Rinse residue to avoid slippery conditions.

**SECTION 14 - TRANSPORT INFORMATION**

Not regulated

**SECTION 15 - REGULATORY INFORMATION**

All components used in this compound appear on the TSCA Inventory

Federal/National Reportable Components: None

HMIS (USA) HEALTH 1 FIRE 0 REACTIVITY 1 PERSONAL PROTECTION 0

Food Facility Categories: Per federal guidelines as detailed in FDA 21 CFR:

- (A1) General Purpose Cleaners
- (A4) Floor & Wall Degreasers
- (A8) Degreasers/Carbon Removers

**SECTION 16 - OTHER INFORMATION**

Performance Certifications:  
Not Determined

The information herein is based on data considered to be accurate as of the date of the presentation of this safety data sheet. No warranty or representation, expressed or implied, is made as to the accuracy or completeness of the foregoing data and safety information. The user assumes all liability for any damage or injury resulting from abnormal uses, for any failure to adhere to recommended practices, or for any hazards inherent in the nature of the product.

**SAFETY DATA SHEET****Oil Eater® Cleaner/Degreaser**

In compliance with International Regulations: GHS -SDS  
Federal regulations: CFR 29 and 42

Effective Date: Dec. 2013

State: Illinois Public Act 83-240

**SECTION 1 - CHEMICAL PRODUCT & COMPANY IDENTIFICATION**

GHS Product Identifier: Oil Eater® Degreaser/Cleaner Other Identification means: Aqueous Surfactant Solution  
 Uses: General Purpose Cleaning  
 Manufacturer Name: Kafko International, Ltd.  
 Address: 3555 W Howard St. Skokie, IL. 60076-4012  
 Phone: (847) 763-0333 Fax: (847) 763-0334  
 Emergency Contact: Chemtrec (800) 424-9300  
 Hazard Classification: Non-Hazardous, Non-Corrosive, And Non-Toxic

**SECTION 2 - HAZARDS IDENTIFICATION**

**Emergency Overview:** Oil Eater® Cleaner Degreaser is Non-Corrosive, Non-Toxic, and does not pose any known acute or chronic physical hazards.

**Carcinogenic:** This product is not considered a carcinogen

**Effects of Overexposure:**

**Skin:** Non-Corrosive. No effect under normal use. Product may cause irritation or rash to those with hypersensitivity. Prolonged contact may result in dryness and ulceration.

**Eyes:** Can cause eye irritation. Category 2B

**Ingestion:** Non-Toxic per Consumer Product Safety Commission and FHSA standards. Acute oral LD50 greater than 5 g/kg.

**Inhalation:** No effect under normal use. Excessive inhalation may cause irritation of the respiratory passage

**NFPA Rating:** Health 1 Flammability 0 Reactivity 1

**Labeling:** EYE IRRITANT - Avoid contact with eyes. If contact occurs flush with water. If irritation persists, seek medical care.

**SECTION 3 - INGREDIENTS**

MATERIAL	CAS #	% by WT.
Sodium metasilicate - pentahydrate	6834-92-0	< 5%
2 Butoxyethanol	111-76-2	< 5 %
Linear Alcohol Ethoxylate	68439-46-3	< 5 %

**SECTION 4 - FIRST AID MEASURES**

**Skin Contact:** Remove contaminated clothing. Rinse skin with warm water for 15 minutes. If irritation occurs seek medical attention.

**Eye Contact:** Flush with water for 15 minutes. If irritation persists seek medical attention.

**Ingestion:** Drink large quantities of water. Call physician immediately.

**Inhalation:** Remove to fresh air immediately. If irritation persists, contact physician

**SECTION 5 - FIRE AND EXPLOSION HAZARD DATA**

**Flammability of the product:** Non Flammable

**Flash Point:** None

**Extinguishing Media:** Dry Chemical, Water Fog, Co2, Sand

**Fire Fighting Procedures:** Wear Self Contained Breathing Apparatus

**Products of combustion:** Carbon oxides

**Fire Hazards in the presence of other chemicals:** No specific information is available

**Unusual Fire Hazards:** None Expected

**SECTION 6 - ACCIDENTAL RELEASE MEASURES**

**Small Spill:** Absorb with industrial absorbent. Dispose of in accordance with local, state & federal regulations. Rinse residue to avoid slippery conditions.

**Large Spill:** Non-flammable material. Wear chemical resistant gloves, boots and goggles. Stop the source of the spill. Collect the spill using mechanical means. Waste disposal method: Fully water-soluble. Follow all local, state and federal regulations.

**SECTION 7 - HANDLING & STORAGE**

**Precautions:** Store containers upright in cool dry place

**Storage:** Store product in original containers. Do not store in metal vessels

**Other precautions:** Keep out of reach of children

**SECTION 8 - EXPOSURE CONTROLS & PERSONAL PROTECTION**

**Engineering Controls:** No control measures are required under normal conditions. If large quantities are involved use NIOSH or MSHA approved respirator Limited personal exposures exist with this product. As always keep airborne vapors below TLV limits. Ensure that proper work-station safety mechanisms are operative and tested including showers and eyewash stations.

**Personal Protection:** Safety glasses are recommended, chemical resistant gloves aprons and suits are optional for those with dermatological sensitivity.

## EXHIBIT A

**SECTION 9 - PHYSICAL DATA**

Boiling point:	200° F
Voc content:	.42 LBS/GAL
Vapor pressure:	4.0 mm Hg @ 77 F (ASTM D-2879)
Solubility in water:	COMPLETE
Appearance and odor:	Clear Solution With A Characteristic Odor
Specific gravity:	1.038 (ASTM 112H @ 20° C)
Evaporation rate:	1.2 (water=1.0)
pH:	12.4 – 13.0

**SECTION 10 - REACTIVITY DATA**

Conditions To Avoid:	Extreme Heat
Stability:	Stable
Incompatibility:	Acids, Strong Oxidizers
Hazardous Polymerization:	Will Not Occur
Corrosivity:	Non-corrosive

**SECTION 11 - TOXICOLOGICAL DATA**

Test	Results	Basis
Oral Toxicity (Rats)	Greater than 5000mg/kg	FHSA/CPSC
Dermal Toxicity (Rabbits)	Greater than 2000mg/kg	OECD 402
Inhalation Toxicity, Vapor (Rats)	Greater than 2.3mg/L @ 4 hours	OECD 403
Eye Irritation (Rabbits)	Eye Irritant Category 2B	FHSA/CPSC
Dermal Irritation (Rabbits)	Non corrosive Non irritant	OECD 404

Special Remarks: May cause eye irritation which is reversible

**SECTION 12 - Ecological Data**

Persistence and degradability: This product is expected to be inherently biodegradable.

Bio-accumulative potential: There is no evidence to suggest bioaccumulation will occur.

Mobility: Accidental spillage may lead to penetration in the soil and groundwater. However, there is no evidence that this would cause adverse ecological effects.

Ecotoxicity:

**Aquatic Toxicity:**

Test	Results	Comments
Acute Toxicity	Non-toxic to Aquatic Organisms Fathead Minnow ( <i>Pimephales promelas</i> ) LC50 > 200mg/L at 96 hours	Product Test Data

**SECTION 13 - DISPOSAL CONSIDERATIONS**

Waste Disposal: Dispose of in accordance with local, state & federal regulations.  
Rinse residue to avoid slippery conditions.

**SECTION 14 - TRANSPORT INFORMATION**

Not regulated

**SECTION 15 - REGULATORY INFORMATION**

All components used in this compound appear on the TSCA Inventory

Federal/National: 2 Butoxyethanol

This chemical is subject to S.A.R.A. Title III section 313 part 372 reporting. The hazard communication standard requires that mixtures such as this product be assumed to present the same health hazards, as do the components that constitute at least 1% of the mixture. OSHA has, however, noted that the health hazards of the individual components may be reduced or altered by including them in a mixture.

HMS (USA) **HEALTH 1** **FIRE 0** **REACTIVITY 1** **PERSONAL PROTECTION 0**

**Food Facility Categories:** Per federal guidelines as detailed in FDA 21 CFR:

- (A1) General Purpose Cleaners
- (A4) Floor & Wall Degreasers
- (A8) Degreasers/Carbon Removers

**SECTION 16 - OTHER INFORMATION**

Performance Certifications:

Aircraft: Passed Boeing D6-17487 Rev P Exterior and General Cleaners and Liquid Waxes, Polishes and Polishing Compounds when diluted with 5 parts water.

For further questions regarding the safe use of this product consult our web page [www.oileater.com](http://www.oileater.com)

The information herein is based on data considered to be accurate as of the date of the presentation of this safety data sheet. No warranty or representation, expressed or implied, is made as to the accuracy or completeness of the foregoing data and safety information. The user assumes all liability for any damage or injury resulting from abnormal uses, for any failure to adhere to recommended practices, or for any hazards inherent in the nature of the product.



**SAFETY DATA SHEET**  
**Oil Eater® Powder Floor Cleaner**  
 Effective Date: March 2014

**SECTION 1 – CHEMICAL PRODUCT & COMPANY IDENTIFICATION**

Manufacturer Name: Kafko International, Ltd.  
 Address: 3555 W Howard St. Skokie, IL. 60076-4012  
 Phone: (847) 763-0333  
 Fax: (847) 763-0334  
 Emergency Contact: Chemtrec (800) 424-9300  
 Chemical Name: N/A Mixture  
 Common Name: Oil Eater® Floor Cleaner CH12018  
 Chemical Family: Powder Mixture  
 Formula: Proprietary

**SECTION 2 - HAZARDS IDENTIFICATION**

**Emergency Overview**  
 • Severe eye irritation  
 • May cause skin irritation and/or dermatitis

Appearance: white powder  
 Physical State: solid  
 Product name: Oil Eater® Floor Cleaner  
 Odor: Odorless

**Potential Health Effects**

Eyes: Severe Eye Irritant. Avoid Contact With Eyes  
 Skin: Repeated Exposures may cause dryness. Wash with water after handling  
 Inhalation: Inhalation of dust in high concentration may cause irritation of respiratory system



**SECTION 3 - INFORMATION ON INGREDIENTS**

MATERIAL	CAS #
Sodium Carbonate	497-19-8
Linear Alcohol Ethoxylate	68439-46-3
Proprietary Surfactant	N/A

**SECTION 4 – FIRST AID MEASURES**

**Skin Contact:** Remove contaminated clothing. Rinse skin with warm water for 15 minutes. If irritation occurs seek medical attention.

**Eye Contact:** Flush with water for 15 minutes. If irritation persists seek medical attention.

**Ingestion:** Drink large quantities of water. Call physician immediately.

**Inhalation:** Remove to fresh air immediately. If irritation persists, contact physician

**SECTION 5 - FIRE AND EXPLOSION HAZARD DATA**

Flammability of the product:	Non Combustible
Flash Point:	None to Boiling
Extinguishing Media:	Suitable to surrounding combustible materials
Fire Fighting Procedures:	Wear Self Contained Breathing Apparatus
Products of combustion:	Fumes of sodium oxide
Fire Hazards in the presence of other chemicals:	No specific information is available
Unusual Fire Hazards:	None Expected
NFPA Rating:	Health 2 Flammability 0 Reactivity 0

**SECTION 6 – ACCIDENTAL RELEASE MEASURES**

**Small Spill:**  
 Sweep or vacuum using care to avoid fumes. Dispose of in accordance with local, state & federal regulations. Rinse residue to avoid slippery conditions.

**Large Spill:**  
 Non-flammable material. Wear chemical resistant gloves, boots and goggles. Stop the source of the spill. Collect the spill using mechanical means.

**Waste disposal method:** Fully water-soluble. Follow all local, state and federal regulations

**SECTION 7 – HANDLING & STORAGE**

**Precautions:** Store containers upright in cool dry place

**Storage:** Store product in original containers. Do not store in metal vessels

**Other precautions:** Keep out of reach of children

**SECTION 8 – EXPOSURE CONTROLS & PERSONAL PROTECTION**

**Engineering Controls:** No control measures are required under normal conditions. If large quantities are involved use NIOSH or MSHA approved respirator Limited personal exposures exist with this product. As always keep airborne particles below TLV limits. Ensure that proper work-station safety mechanisms are operative and tested including showers and eyewash stations.

**Personal Protection:** Safety glasses and chemical resistant gloves are recommended, aprons and suits are optional for those with dermatological sensitivity.

**SECTION 9 - PHYSICAL DATA**

Appearance: white powder  
 Vapor density: No information available

## EXHIBIT A

Density	No information available
Color	white
Specific Gravity	2.509
Water Solubility	212.5 g/L @ 20°C
Percent Volatile	none
Autoignition temperature	Not flammable
Explosive properties	Not explosive
pH	(1% solution) 11.4
Oxidizing Properties	Non-oxidizing
Melting point/range	851°C

**SECTION 10 - REACTIVITY DATA**

Conditions To Avoid:	Extreme Heat
Stability:	Stable
Incompatibility:	Powdered Aluminum
Hazardous Polymerization:	Will Not Occur

**SECTION 11 - TOXICOLOGICAL DATA**

Routes of Entry:	Eyes, skin, Ingestion, inhalation.
Chronic Effect on Humans:	None known
Toxicity to animals:	
Acute Effects	LD50 Oral: 2,800 mg/kg (rat) LD50 Dermal: > 2000 mg/kg (rabbit) LC50 Inhalation: 800 mg/m <sup>3</sup> (guinea pig)
Carcinogenicity	Not recognized as carcinogenic by Research Agencies (IARC, NTP, OSHA, ACGIH).
Special Remarks:	None

**SECTION 12 - Ecological Data**

Contains no substances known to be hazardous to the environment or that are not degradable in waste water treatment plants.	
Ecotoxicity:	Algae: 242 mg/L EC50 120 h (Nitzschia) Fish: LC50= 300 mg/L Lepomis macrochirus 96 h LC50<310-1220 mg/L Pimephales promelas 96 h EC50 = 265 mg/L 48 h (Daphnia)
Persistence and degradability	Organic components are readily biodegradable
Bioaccumulation	Does not bioaccumulate.

**SECTION 13 - DISPOSAL CONSIDERATIONS**

Waste Disposal:	This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of in accordance with all regulations.
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**SECTION 14 - TRANSPORT INFORMATION**

Non-regulated per DOT, TDG, ICAO/IATA, IMDG/IMO

**SECTION 15 - REGULATORY INFORMATION**

All components used in this compound appear on the TSCA inventory

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

**Canada**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class D2B Toxic materials E Corrosive

**Food Facility Categories:** Per federal guidelines as detailed in FDA 21 CFR:

- (A1) General Purpose Cleaners
- (A4) Floor & Wall Degreasers
- (A8) Degreasers/Carbon Removers

**SECTION 16 - OTHER INFORMATION**

For further questions regarding the safe use of this product consult our web page [www.oileater.com](http://www.oileater.com)  
The information herein is based on data considered to be accurate as of the date of the presentation of this safety data sheet. **No warranty or representation, expressed or implied, is made as to the accuracy or completeness of the foregoing data and safety information.** The user assumes all liability for any damage or injury resulting from abnormal uses, for any failure to adhere to recommended practices, or for any hazards inherent in the nature of the product.

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## SECTION 1 : PRODUCT AND COMPANY IDENTIFICATION

**Product Name:** KILZ® PRO-X™ High Build Primer- No. PX40  
**Product Code:** PX40  
**MSDS Manufacturer Number:** PX40  
**Manufacturer Name:** Masterchem Industries LLC  
**Address:** 3135 Old Highway M  
 Imperial, MO 63052-2834  
**General Phone Number:** (636) 942-2510  
**General Fax Number:** (636) 942-3663  
**Customer Service Phone Number:** (800) 325-3552  
**CHEMTREC:** For emergencies in the US, call CHEMTREC: 800-424-9300  
**Canutec:** In Canada, call CANUTEC: (613) 996-6666 (call collect)  
**MSDS Creation Date:** October 15, 2013  
**MSDS Revision Date:** November 20, 2013  
**(M)SDS Format:** According to ANSI Z400.1-2004

## NFPA

1	0
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## HMIS

Health Hazard	1
Fire Hazard	1
Reactivity	0
Personal Protection	

## SECTION 2 : COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS#	Ingredient Percent
Silica, crystalline - quartz	14808-60-7	0.1 - 1 by weight
Titanium dioxide	13463-67-7	1 - 5 by weight
Calcium carbonate (limestone)	1317-65-3	30 - 60 by weight
Silicate, mica	12001-26-2	1 - 5 by weight

## SECTION 3 : HAZARDS IDENTIFICATION

**Emergency Overview:** Irritant.  
**Potential Health Effects:**  
**Eye:** May cause irritation.  
**Skin:** May cause irritation.  
**Inhalation:** Prolonged or excessive inhalation may cause respiratory tract irritation.  
**Ingestion:** May be harmful if swallowed. May cause vomiting.  
**Chronic Health Effects:** Prolonged or repeated contact may cause skin irritation.  
**Signs/Symptoms:** Overexposure may cause headaches and dizziness.  
**Target Organs:** Eyes. Skin. Respiratory system. Digestive system.  
 None generally recognized.

Aggravation of Pre-Existing  
Conditions:

#### SECTION 4 : FIRST AID MEASURES

**Eye Contact:** Immediately flush eyes with plenty of water for 15 to 20 minutes. Get medical attention, if irritation or symptoms of overexposure persists.

**Skin Contact:** Immediately wash skin with soap and plenty of water. Get medical attention if irritation develops or persists.

**Inhalation:** If inhaled, remove to fresh air. If not breathing, give artificial respiration or give oxygen by trained personnel. Seek immediate medical attention.

**Ingestion:** If swallowed, do NOT induce vomiting. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person.

**Other First Aid:** Due to possible aspiration into the lungs, DO NOT induce vomiting if ingested. Provide a glass of water to dilute the material in the stomach. If vomiting occurs naturally, have the person lean forward to reduce the risk of aspiration.

#### SECTION 5 : FIRE FIGHTING MEASURES

**Flash Point:** No Data

**Lower Flammable/Explosive Limit:** Not applicable.

**Upper Flammable/Explosive Limit:** Not applicable.

**Extinguishing Media:** Use alcohol resistant foam, carbon dioxide, dry chemical, or water fog or spray when fighting fires involving this material.

**Protective Equipment:** As in any fire, wear Self-Contained Breathing Apparatus (SCBA), MSHA/NIOSH (approved or equivalent) and full protective gear.

#### **NFPA Ratings:**

**NFPA Health:** 1

**NFPA Flammability:** 1

**NFPA Reactivity:** 0

#### SECTION 6 : ACCIDENTAL RELEASE MEASURES

**Personnel Precautions:** Use proper personal protective equipment as listed in section 8.

**Environmental Precautions:** Avoid runoff into storm sewers, ditches, and waterways.

**Spill Cleanup Measures:** Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Provide ventilation. Clean up spills immediately observing precautions in the protective equipment section.

#### SECTION 7 : HANDLING and STORAGE

**Handling:** Use with adequate ventilation. Avoid breathing vapor and contact with eyes, skin and clothing.

**Storage:** Store in a cool, dry, well ventilated area away from sources of heat, combustible materials, and incompatible substances. Keep container tightly closed when not in use.

**Hygiene Practices:** Wash thoroughly after handling. Avoid contact with eyes and skin. Avoid inhaling vapor or mist.

#### SECTION 8 : EXPOSURE CONTROLS, PERSONAL PROTECTION - EXPOSURE GUIDELINES

**Engineering Controls:** Use appropriate engineering control such as process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Good general ventilation should be sufficient to control airborne levels. Where such systems are not effective wear suitable personal protective

	equipment, which performs satisfactorily and meets OSHA or other recognized standards. Consult with local procedures for selection, training, inspection and maintenance of the personal protective equipment.
Eye/Face Protection:	Wear appropriate protective glasses or splash goggles as described by 29 CFR 1910.133, OSHA eye and face protection regulation, or the European standard EN 166.
Skin Protection Description:	Chemical-resistant gloves and chemical goggles, face-shield and synthetic apron or coveralls should be used to prevent contact with eyes, skin or clothing. Wear appropriate protective gloves. Consult glove manufacturer's data for permeability data.
Respiratory Protection:	A NIOSH approved air-purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection.
Other Protective:	Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

## EXPOSURE GUIDELINES

Silica, crystalline - quartz:

Guideline ACGIH: TLV-TWA: 0.025 mg/m3 (Respirable)

Guideline OSHA: OSHA-TWA: 5 mg/m3 Respirable

Titanium dioxide:

Guideline ACGIH: TLV-TWA: 10 mg/m3

Guideline OSHA: OSHA-TWA: 15 mg/m3

Silicate, mica:

Guideline ACGIH: TLV-TWA: 3 mg/m3 (Respirable)

Guideline OSHA: OSHA-TWA: 20 mg/m3

## SECTION 9 : PHYSICAL and CHEMICAL PROPERTIES

Boiling Point:	No Data
Melting Point:	No Data
Density:	10 - 12 Lbs./gal.
Molecular Formula:	Mixture
Molecular Weight:	Mixture
Flash Point:	No Data
VOC Content:	Material VOC: 10 gm/l (Includes Water) Coating VOC.: 25 gm/l (Excludes Water)

## SECTION 10 . STABILITY and REACTIVITY

Chemical Stability:	Stable under normal temperatures and pressures.
Hazardous Polymerization:	Not reported.
Conditions to Avoid:	Heat, flames, incompatible materials, and freezing or temperatures below 32 deg. F.
Incompatible Materials:	Oxidizing agents. Strong acids and alkalis.
Special Decomposition Products:	Incomplete combustion may produce carbon monoxide and other toxic gases.

## SECTION 11 : TOXICOLOGICAL INFORMATION

Silica, crystalline - quartz:

RTECS Number: VV7330000

Carcinogenicity: IARC: Group 1: Carcinogenic to humans. NTP: Reasonably anticipated to be a human carcinogen.

Titanium dioxide:

RTECS Number: XR2275000

Skin: Administration onto the skin - Human Standard Draize test.: 300 ug/3D (intermittent) (RTECS)

**Carcinogenicity:** IARC: Group 2B: Possibly carcinogenic to humans.

**Calcium carbonate (limestone):**

**RTECS Number:** EV9580000

**Silicate, mica:**

**RTECS Number:** VV8760000

## SECTION 12 : ECOLOGICAL INFORMATION

**Ecotoxicity:** No ecotoxicity data was found for the product.

**Environmental Fate:** No environmental information found for this product.

## SECTION 13 : DISPOSAL CONSIDERATIONS

**Waste Disposal:** Consult with the US EPA Guidelines listed in 40 CFR Part 261.3 for the classifications of hazardous waste prior to disposal. Furthermore, consult with your state and local waste requirements or guidelines, if applicable, to ensure compliance. Arrange disposal in accordance to the EPA and/or state and local guidelines.

## SECTION 14 : TRANSPORT INFORMATION

**DOT UN Number:** No Data

**DOT Hazard Class:** No Data

## SECTION 15 : REGULATORY INFORMATION

**Silica, crystalline - quartz:**

**TSCA Inventory Status:** Listed

**State Regulations:** Listed in the New Jersey State Right to Know List.  
Listed in the Pennsylvania State Hazardous Substances List.

**Canada DSL:** Listed

**Titanium dioxide:**

**TSCA Inventory Status:** Listed

**State Regulations:** Listed in the New Jersey State Right to Know List.  
Listed in the Pennsylvania State Hazardous Substances List.

**Canada DSL:** Listed

**Calcium carbonate (limestone):**

**TSCA Inventory Status:** Listed

**State Regulations:** Listed in the Pennsylvania State Hazardous Substances List.

**Silicate, mica:**

**TSCA Inventory Status:** Not listed

**State Regulations:** Listed in the New Jersey State Right to Know List.  
Listed in the Pennsylvania State Hazardous Substances List.

**Canada DSL:** Listed

## SECTION 16 : ADDITIONAL INFORMATION

**MSDS Creation Date:** October 15, 2013

**MSDS Revision Date:** November 20, 2013

MSDS Revision Notes: Formula update

MSDS Author: Actio Corporation

**Disclaimer:** *This Health and Safety Information is correct to the best of our knowledge and belief at the date of its publication but we cannot accept liability for any loss, injury or damage which may result from its use. We shall ensure, so far as is reasonably practicable, that any revision of this Data Sheet is sent to all customers to whom we have directly supplied this substance, but must point out that it is the responsibility of any intermediate supplier to ensure that such revision is passed to the ultimate user. The information given in the Data Sheet is designed only as a guidance for safe handling, storage and the use of the substance. It is not a specification nor does it guarantee any specific properties. All chemicals should be handled only by competent personnel, within a controlled environment. Should further information be required, this can be obtained through the sales office whose address is at the top of this data sheet.*

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View (M)SDS Section : 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

SECTION 1 : PRODUCT AND COMPANY IDENTIFICATION

Product Name: **KILZ® PRO-X™ Interior/Exterior Block Filler - No. PX50**  
 Product Code: PX50  
 MSDS Manufacturer Number: PX50  
 Manufacturer Name: Masterchem Industries LLC  
 Address: 3135 Old Highway M  
 Imperial, MO 63052-2834  
 General Phone Number: (636) 942-2510  
 General Fax Number: (636) 942-3663  
 Customer Service Phone Number: (800) 325-3552  
 CHEMTREC: For emergencies in the US, call CHEMTREC: 800-424-9300  
 Canutec: In Canada, call CANUTEC: (613) 996-6666 (call collect)  
 MSDS Creation Date: June 30, 2011  
 MSDS Revision Date: August 31, 2012  
 (M)SDS Format: According to ANSI Z400.1-2004

NFPA

1  
1 0

HMIS

Health Hazard	1
Fire Hazard	1
Reactivity	0
Personal Protection	

SECTION 2 : COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS#	Ingredient Percent
Water	7732-18-5	10 - 30 by weight
Titanium dioxide	13463-67-7	1 - 5 by weight
Talc, Magnesium silicate hydrate	14807-96-6	1 - 5 by weight
Calcium carbonate (limestone)	1317-65-3	30 - 60 by weight
Proprietary	No Data	10 - 30 by weight
NJTS-50173-NVE	No Data	10 - 30 by weight

SECTION 3 : HAZARDS IDENTIFICATION

Emergency Overview: Irritant.  
 Potential Health Effects:  
 Eye: May cause irritation.  
 Skin: May cause irritation.  
 Inhalation: Prolonged or excessive inhalation may cause respiratory tract irritation.  
 Ingestion: May be harmful if swallowed. May cause vomiting.  
 Chronic Health Effects: Prolonged or repeated contact may cause skin irritation.  
 Signs/Symptoms: Overexposure may cause headaches and dizziness.

Target Organs: Eyes. Skin. Respiratory system. Digestive system.  
 Aggravation of Pre-Existing Conditions: None generally recognized.

#### SECTION 4 : FIRST AID MEASURES

Eye Contact: Immediately flush eyes with plenty of water for 15 to 20 minutes. Get medical attention, if irritation or symptoms of overexposure persists.  
 Skin Contact: Immediately wash skin with soap and plenty of water. Get medical attention if irritation develops or persists.  
 Inhalation: If inhaled, remove to fresh air. If not breathing, give artificial respiration or give oxygen by trained personnel. Seek immediate medical attention.  
 Ingestion: If swallowed, do NOT induce vomiting. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person.  
 Other First Aid: Due to possible aspiration into the lungs, DO NOT induce vomiting if ingested. Provide a glass of water to dilute the material in the stomach. If vomiting occurs naturally, have the person lean forward to reduce the risk of aspiration.

#### SECTION 5 : FIRE FIGHTING MEASURES

Flash Point: No Data  
 Lower Flammable/Explosive Limit: Not applicable.  
 Upper Flammable/Explosive Limit: Not applicable.  
 Extinguishing Media: Use alcohol resistant foam, carbon dioxide, dry chemical, or water fog or spray when fighting fires involving this material.  
 Protective Equipment: As in any fire, wear Self-Contained Breathing Apparatus (SCBA), MSHA/NIOSH (approved or equivalent) and full protective gear.

#### **NFPA Ratings:**

NFPA Health: 1  
 NFPA Flammability: 1  
 NFPA Reactivity: 0

#### SECTION 6 : ACCIDENTAL RELEASE MEASURES

Personnel Precautions: Use proper personal protective equipment as listed in section 8.  
 Environmental Precautions: Avoid runoff into storm sewers, ditches, and waterways.  
 Spill Cleanup Measures: Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Provide ventilation. Clean up spills immediately observing precautions in the protective equipment section.

#### SECTION 7 : HANDLING and STORAGE

Handling: Use with adequate ventilation. Avoid breathing vapor and contact with eyes, skin and clothing.  
 Storage: Store in a cool, dry, well ventilated area away from sources of heat, combustible materials, and incompatible substances. Keep container tightly closed when not in use.  
 Hygiene Practices: Wash thoroughly after handling. Avoid contact with eyes and skin. Avoid inhaling vapor or mist.

#### SECTION 8 : EXPOSURE CONTROLS, PERSONAL PROTECTION - EXPOSURE GUIDELINES

Engineering Controls: Use appropriate engineering control such as process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Good general ventilation should be

sufficient to control airborne levels. Where such systems are not effective wear suitable personal protective equipment, which performs satisfactorily and meets OSHA or other recognized standards. Consult with local procedures for selection, training, inspection and maintenance of the personal protective equipment.

Eye/Face Protection:	Wear appropriate protective glasses or splash goggles as described by 29 CFR 1910.133, OSHA eye and face protection regulation, or the European standard EN 166.
Skin Protection Description:	Chemical-resistant gloves and chemical goggles, face-shield and synthetic apron or coveralls should be used to prevent contact with eyes, skin or clothing.
Respiratory Protection:	A NIOSH approved air-purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection.
Other Protective:	Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

## EXPOSURE GUIDELINES

Titanium dioxide:

Guideline ACGIH:	TLV-TWA: 10 mg/m <sup>3</sup>
Guideline OSHA:	OSHA-TWA: 15 mg/m <sup>3</sup>

Talc, Magnesium silicate hydrate:

Guideline ACGIH:	TLV-TWA: 2 mg/m <sup>3</sup> (Respirable)
Guideline OSHA:	OSHA-TWA: 20 mg/m <sup>3</sup>

## SECTION 9 : PHYSICAL and CHEMICAL PROPERTIES

Physical State Appearance:	Liquid.
Color:	White
Boiling Point:	No Data
Melting Point:	No Data
Density:	12 - 14 Lbs./gal.
Vapor Density:	Greater than 1 (Air = 1).
pH:	No Data
Molecular Formula:	Mixture
Molecular Weight:	Mixture
Flash Point:	No Data
VOC Content:	Material VOC: 20 gm/l (Includes Water) Coating VOC.: 38 gm/l (Excludes Water)  The addition of colorant may add VOCs.

## SECTION 10 : STABILITY and REACTIVITY

Chemical Stability:	Stable under normal temperatures and pressures.
Hazardous Polymerization:	Not reported.
Conditions to Avoid:	Heat, flames, incompatible materials, and freezing or temperatures below 32 deg. F.
Incompatible Materials:	Oxidizing agents. Strong acids and alkalis.

## SECTION 11 : TOXICOLOGICAL INFORMATION

Titanium dioxide:

RTECS Number:	XR2275000
Skin:	Administration onto the skin - Human Standard Draize test.: 300 ug/3D (Intermittent) (RTECS)
Carcinogenicity:	IARC: Group 2B: Possibly carcinogenic to humans.

Talc, Magnesium silicate hydrate :

RTECS Number: WW2710000  
 Skin: Administration onto the skin - Human Standard Draize test.: 300 ug/3D (Intermittent) (RTECS)

Calcium carbonate (limestone) :

RTECS Number: EV9580000

## SECTION 12 : ECOLOGICAL INFORMATION

Ecotoxicity: No ecotoxicity data was found for the product.  
 Environmental Fate: No environmental information found for this product.

## SECTION 13 : DISPOSAL CONSIDERATIONS

Waste Disposal: Consult with the US EPA Guidelines listed in 40 CFR Part 261.3 for the classifications of hazardous waste prior to disposal. Furthermore, consult with your state and local waste requirements or guidelines, if applicable, to ensure compliance. Arrange disposal in accordance to the EPA and/or state and local guidelines.

## SECTION 14 : TRANSPORT INFORMATION

DOT UN Number: No Data  
 DOT Hazard Class: No Data

## SECTION 15 : REGULATORY INFORMATION

Titanium dioxide :

TSCA Inventory Status: Listed  
 State Regulations: Listed in the New Jersey State Right to Know List.  
 Listed in the Pennsylvania State Hazardous Substances List.  
 Canada DSL: Listed

Talc, Magnesium silicate hydrate :

TSCA Inventory Status: Listed  
 State Regulations: Listed in the New Jersey State Right to Know List.  
 Listed in the Pennsylvania State Hazardous Substances List.  
 Canada DSL: Listed

Calcium carbonate (limestone) :

TSCA Inventory Status: Listed  
 State Regulations: Listed in the Pennsylvania State Hazardous Substances List.

## SECTION 16 : ADDITIONAL INFORMATION

MSDS Creation Date: June 30, 2011  
 MSDS Revision Date: August 31, 2012  
 MSDS Author: Actio Corporation

Disclaimer: This Health and Safety Information is correct to the best of our knowledge and belief at the date of its publication but we cannot accept liability for any loss, injury or damage which may result from its use. We shall ensure, so far as is reasonably practicable, that any revision of this Data Sheet is sent to all customers to whom we have directly supplied this substance, but must point out that it is the responsibility of any intermediate supplier to ensure that such revision is passed to the ultimate user. The information given in the Data Sheet is designed only

as a guidance for safe handling, storage and the use of the substance. It is not a specification nor does it guarantee any specific properties. All chemicals should be handled only by competent personnel, within a controlled environment. Should further information be required, this can be obtained through the sales office whose address is at the top of this data sheet.

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The Clorox Company  
1221 Broadway  
Oakland, CA 94612  
Tel. (510) 271-7000

## Material Safety Data Sheet

<b>I Product:</b> CLOROX CLEAN-UP CLEANER WITH BLEACH											
<b>Description:</b> CLEAR, FAINT YELLOW LIQUID WITH CHARACTERISTIC BLEACH ODOR											
<b>Other Designations</b>	<b>Distributor</b>	<b>Emergency Telephone Nos.</b>									
Clorox Clean-Up Clorox Clean-Up - Fresh Scent Clean-Up Dilutable	Clorox Sales Company 1221 Broadway Oakland, CA 94612	For Medical Emergencies call: (800) 446-1014 For Transportation Emergencies Chemtrac (800) 424-9300									
<b>II Health Hazard Data</b>		<b>III Hazardous Ingredients</b>									
<p>Moderate eye irritant. Mild to moderate skin irritant. Occasional clinical reports suggest a low potential for skin sensitization upon exaggerated exposure to sodium hypochlorite if skin damage (e.g., irritation) occurs during exposure. Routine clinical tests conducted on intact skin with this product found no sensitization in the test subjects. Exposure to vapor or mist may irritate eyes, nose, throat, lungs. Harmful if swallowed. May cause nausea and vomiting if swallowed. The following medical conditions may be aggravated by exposure to high concentrations of vapor or mist: heart conditions or chronic respiratory problems such as asthma, emphysema, chronic bronchitis or obstructive lung disease. Under normal consumer-use conditions, the likelihood of any adverse health effects is low.</p> <p><b>FIRST AID:</b></p> <p><b>EYE CONTACT:</b> Remove any contact lenses, and flush eyes thoroughly with water for 15 minutes. If irritation persists, call a physician.</p> <p><b>SKIN CONTACT:</b> Remove contaminated clothing; wash affected skin with water.</p> <p><b>IF BREATHING IS AFFECTED:</b> Get fresh air immediately.</p> <p><b>IF SWALLOWED:</b> Drink a glass of water. Call a physician.</p>		<table border="1"> <thead> <tr> <th>Ingredient</th> <th>Concentration</th> <th>Worker Exposure Limit</th> </tr> </thead> <tbody> <tr> <td>Sodium hypochlorite CAS #7681-52-9</td> <td>1-5%</td> <td>none established</td> </tr> <tr> <td>Sodium hydroxide CAS #1310-73-2</td> <td>0.5-2%</td> <td>2 mg/m<sup>3</sup>, Ceiling-TLV 2 mg/m<sup>3</sup>, Ceiling-Federal OSHA PEL</td> </tr> </tbody> </table> <p>TLV = Threshold Limit Value      Source: ACGIH 1992-1993 PEL = Permissible Exposure Limit      Source: OSHA</p> <p>None of the ingredients in this product are on the IARC, OSHA or NTP carcinogen lists.</p>	Ingredient	Concentration	Worker Exposure Limit	Sodium hypochlorite CAS #7681-52-9	1-5%	none established	Sodium hydroxide CAS #1310-73-2	0.5-2%	2 mg/m <sup>3</sup> , Ceiling-TLV 2 mg/m <sup>3</sup> , Ceiling-Federal OSHA PEL
Ingredient	Concentration	Worker Exposure Limit									
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<b>IV Special Protection and Precautions</b>		<b>V Transportation and Regulatory Data</b>									
<p><b>Hygienic Practices:</b> Do not get in eyes or on clothing. Avoid prolonged or repeated skin contact. Avoid prolonged breathing of vapor. Use only in well-ventilated areas.</p> <p><b>Personal Protection:</b> Wear safety glasses. For sensitive skin or repeated/prolonged use, wear gloves.</p> <p><b>Ventilation:</b> Use general ventilation to minimize exposure to gases or aerosols associated with this product.</p>		<p><b>U.S. DOT Hazard Class:</b> Not restricted</p> <p><b>U.S. DOT Proper Shipping Name:</b> Compound, cleaning, liquid</p> <p><b>EPA SARA TITLE III/CERCLA:</b> This product contains no chemicals regulated under Section 313 and contains sodium hydroxide (CAS # 1310-73-2, &lt;1%) which is regulated under Section 304/CERCLA. Packaged product may be regulated under Sections 311/312 of SARA Title III.</p> <p><b>TSCA - All chemicals in this product are listed on the TSCA inventory</b></p>									
<b>VI Spill Procedures/Waste Disposal</b>		<b>VII Reactivity Data</b>									
<p><b>Spill Procedures:</b> Absorb and containerize. Wash down residual to sanitary sewer. Contact the sanitary treatment facility in advance to assure ability to process washed-down material.</p> <p><b>Waste Disposal:</b> Dispose of in accordance with all applicable federal, state, and local regulations.</p>		<p>Stable under normal use and storage conditions. Strong oxidizing agent. Reacts with other household chemicals such as toilet bowl cleaners, rust removers, acids or ammonia-containing products to produce hazardous gases, such as chlorine and other chlorinated compounds. Prolonged contact with metal or old porcelain may cause pitting or discoloration.</p>									
<b>VIII Fire and Explosion Data</b>		<b>IX Physical Data</b>									
<p><b>Flashpoint:</b> greater than 200°F</p> <p><b>Fire Extinguishing Agents:</b> Water spray, dry chemical or carbon dioxide (CO<sub>2</sub>).</p> <p><b>Special Fire-Fighting Procedures:</b> None</p> <p><b>Unusual Fire and Explosion Hazards:</b> None</p>		<p>Appearance: ..... Clear, faint yellow liquid</p> <p>Odor: ..... Characteristic bleach odor</p> <p>pH: ..... 12.4 - 12.8</p> <p>Solubility in water: ..... Completely soluble</p> <p>Specific gravity (water = 1): ..... 1.034 at 25 °C</p>									

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DATA SUPPLIED IS FOR USE ONLY IN CONNECTION WITH OCCUPATIONAL SAFETY AND HEALTH

DATE PREPARED 4/02

## The Clorox Company

1212 Broadway  
Oakland, CA 94612  
Tel. 510-271-7000

# Material Safety Data Sheet

<b>I Product:</b>		CLOROX® GERMICIDAL BLEACH,										
<b>Description:</b>		CLEAR, LIGHT YELLOW LIQUID WITH A CHARACTERISTIC BLEACH ODOR										
<b>Other Designation</b>	<b>Distributor</b>	<b>Emergency Telephone Nos.</b>										
EPA Reg. No. 5813-102	The Clorox Sales Company 1221 Broadway Oakland, CA 94612	For Medical Emergencies, call 1-800-446-1014.  For Transportation Emergencies, call 1-800-424-9300 (Chemtrec).										
<b>II Health Hazard Data</b>		<b>III Hazardous Ingredients</b>										
<p><b>DANGER: CORROSIVE. HARMFUL IF SWALLOWED.</b> May cause severe irritation or damage to eyes, skin, and mucous membranes. Wear rubber gloves. Vapors may irritate. Keep out of reach of children.</p> <p>Some clinical reports suggest a low potential for sensitization upon exaggerated exposure to sodium hypochlorite if skin damage (e.g., irritation) occurs during exposure. Under normal consumer use conditions the likelihood of any adverse health effects are low.</p> <p>Medical conditions that may be aggravated by exposure to high concentrations of vapor or mist: heart conditions or chronic respiratory problems such as asthma, emphysema, chronic bronchitis, or obstructive lung disease.</p> <p><b>FIRST AID:</b></p> <p><b>EYE CONTACT:</b> Immediately rinse with water for 15 minutes. Remove contact lenses, after first 5 minutes. Call a doctor.</p> <p><b>SKIN CONTACT:</b> Remove contaminated clothing and wash skin thoroughly with water. If irritation persists, call a doctor.</p> <p><b>INGESTION:</b> DO NOT induce vomiting. Drink a glassful of water. Call a doctor or poison control center immediately. Do not try to give anything by mouth to an unconscious person.</p> <p><b>INHALATION:</b> Remove to fresh air. If breathing is affected, call a doctor.</p>		<table border="1"> <thead> <tr> <th>Ingredient</th> <th>Concentration</th> <th>Worker Exposure Limit</th> </tr> </thead> <tbody> <tr> <td>Sodium hypochlorite CAS # 7681-52-9</td> <td>5 - 12%</td> <td>Not established.</td> </tr> <tr> <td>Sodium hydroxide CAS # 1310-73-2</td> <td>0.1 - 1%</td> <td>2 mg/m<sup>3</sup> - TLV-C<sup>a</sup> 2 mg/m<sup>3</sup> - PEL<sup>b</sup></td> </tr> </tbody> </table> <p><sup>a</sup>TLV-C = ACGIH Threshold Limit Value - Ceiling. <sup>b</sup>TLV-TWA = OSHA Permissible Exposure Limit - Time Weighted Average.</p> <p>None of the ingredients in this product are on the IARC, NTP, or OSHA carcinogen lists.</p>		Ingredient	Concentration	Worker Exposure Limit	Sodium hypochlorite CAS # 7681-52-9	5 - 12%	Not established.	Sodium hydroxide CAS # 1310-73-2	0.1 - 1%	2 mg/m <sup>3</sup> - TLV-C <sup>a</sup> 2 mg/m <sup>3</sup> - PEL <sup>b</sup>
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<b>IV Special Protection and Precautions</b>		<b>V Transportation and Regulatory Data</b>										
<p><b>Hygienic Practices:</b> Wash hands after direct contact. Do not wear product-contaminated clothing for prolonged periods.</p> <p><b>Engineering Controls:</b> Use general ventilation to minimize exposure to product mist.</p> <p><b>Personal Protective Equipment:</b> Wear safety glasses. Wear rubber or neoprene gloves if there is the potential for repeated or prolonged skin contact. In situations where exposure limits may be exceeded, a NIOSH-approved respirator is advised.</p>		<p><b>DOT:</b> Not restricted per 49 CFR 172.101(c)(12)(iv).</p> <p><b>IMDG:</b> Environmentally hazardous substance, liquid, n.o.s., UN3082, Class 9, PGIII.</p> <p><b>IATA:</b> Environmentally hazardous substance, liquid, n.o.s., UN3082, Class 9, PGIII.</p> <p><b>EPA - SARA TITLE III/CERCLA:</b> This product is regulated under Sections 311/312. This product contains no chemicals reportable under Section 313 and contains sodium hydroxide and sodium hypochlorite that are regulated under Section 304/CERCLA.</p> <p><b>TSCA 8(b):</b> All components of this product are either on the TSCA 8(b) inventory or otherwise exempt from listing.</p> <p><b>TSCA 12(b):</b> This product is not subject to TSCA 12(b) reporting requirements.</p>										
<b>VI Spill Procedures/Waste Disposal</b>		<b>VII Reactivity Data</b>										
<p><b>Spill Procedures:</b> Absorb and containerize. Wash residual down to sanitary sewer. Contact the sanitary treatment facility in advance to assure ability to process washed-down material. For spills of multiple products, responders should evaluate the MSDSs of the products for incompatibility with sodium hypochlorite. Breathing protection should be worn in enclosed and/or poorly-ventilated areas until hazard assessment is complete.</p> <p><b>Waste Disposal:</b> Dispose of in accordance with all applicable federal, state, and local regulations.</p>		<p>Stable under normal use and storage conditions.</p> <p>Strong oxidizing agent. Reacts with other household chemicals such as toilet bowl cleaners, rust removers, vinegar, acids, or ammonia containing products to produce hazardous gases, such as chlorine and other chlorinated species.</p> <p>Prolonged contact with metal may cause pitting or discoloration.</p>										
<b>VIII Fire and Explosion Data</b>		<b>IX Physical Data</b>										
Not flammable or explosive.		<p>pH.....~12</p> <p>Specific gravity.....~1.1</p> <p>Solubility in water.....Soluble</p>										



The Clorox Company  
1221 Broadway  
Oakland, CA 94612  
Tel. (510) 271-7000

# Material Safety Data Sheet

<b>I Product:</b> CLOROX® ANTIFUNGAL CLEANER WITH BLEACH										
<b>Description:</b> CLEAR, FAINT YELLOW, THIN LIQUID WITH CHARACTERISTIC BLEACH ODOR										
<b>Other Designations</b>	<b>Distributor</b>									
EPA Reg. No 5813-24	The Clorox Sales Company 1221 Broadway Oakland, CA 94612									
<b>Emergency Telephone Nos.</b>										
For Medical Emergencies call: (800) 446-1014 For Transportation Emergencies, call Chemtrec: (800) 424-9300										
<b>II Health Hazard Data</b>	<b>III Hazardous Ingredients</b>									
<p>Causes substantial but temporary eye injury and can irritate skin. Vapors may irritate.</p> <p>The following medical conditions may be aggravated by exposure to high concentrations of vapor or mist: heart conditions, or chronic respiratory problems such as asthma, emphysema, chronic bronchitis, or obstructive lung disease.</p> <p><b>FIRST AID:</b></p> <p><b>EYE CONTACT:</b> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. If irritation persists, call a doctor.</p> <p><b>SKIN CONTACT:</b> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. If irritation persists, call a doctor.</p> <p><b>INGESTION:</b> Call a poison control center or doctor immediately for treatment advice. Have person sip a glassful of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Call a poison control center or doctor for further treatment advise.</p> <p><b>INHALATION:</b> Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.</p>	<table border="1"> <thead> <tr> <th>Ingredient</th> <th>Concentration</th> <th>Worker Exposure Limit</th> </tr> </thead> <tbody> <tr> <td>Sodium hypochlorite CAS # 7681-52-9</td> <td>1 - 5%</td> <td>Not established</td> </tr> <tr> <td>Sodium hydroxide CAS # 1310-73-2</td> <td>0.1 - 1%</td> <td>2 mg/m<sup>3</sup> - TLV-C<sup>a</sup> 2 mg/m<sup>3</sup> - PEL<sup>b</sup></td> </tr> </tbody> </table> <p><sup>a</sup>TLV-C = ACGIH Threshold Limit Value - Ceiling</p> <p><sup>b</sup>PEL = OSHA Permissible Exposure Limit - Time Weighted Average/Short Term Exposure Limit</p> <p>None of the ingredients in this product are on the IARC, OSHA or NTP carcinogen lists.</p>	Ingredient	Concentration	Worker Exposure Limit	Sodium hypochlorite CAS # 7681-52-9	1 - 5%	Not established	Sodium hydroxide CAS # 1310-73-2	0.1 - 1%	2 mg/m <sup>3</sup> - TLV-C <sup>a</sup> 2 mg/m <sup>3</sup> - PEL <sup>b</sup>
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Sodium hydroxide CAS # 1310-73-2	0.1 - 1%	2 mg/m <sup>3</sup> - TLV-C <sup>a</sup> 2 mg/m <sup>3</sup> - PEL <sup>b</sup>								
<b>IV Special Protection and Precautions</b>	<b>V Transportation and Regulatory Data</b>									
<p><b>Hygienic Practices:</b> Wash hands after direct contact. Do not wear product-contaminated clothing for prolonged periods. Do not get in eyes or on clothing.</p> <p><b>Engineering Controls:</b> Use local exhaust to minimize exposure to product vapor or mist.</p> <p><b>Personal Protective Equipment:</b> Wear safety glasses. Wear rubber or neoprene gloves if there is the potential for repeated or prolonged skin contact. In situations where exposure limits may be exceeded, a NIOSH-approved respirator is advised.</p>	<p><b>DOT/IMDG/IATA:</b> Not restricted.</p> <p><b>EPA - SARA TITLE III/CERCLA:</b> This product is regulated under Sections 311/312. This product contains no chemicals reportable under Section 313, and contains chemicals (sodium hydroxide and sodium hypochlorite) that are regulated under Section 304/CERCLA.</p> <p><b>TSCA:</b> All components of this product are either on the TSCA 8(b) inventory or otherwise exempt from listing.</p> <p><b>TSCA 12(b):</b> This product is not subject to TSCA 12(b) reporting requirements.</p>									
<b>VI Spill Procedures/Waste Disposal</b>	<b>VII Reactivity Data</b>									
<p><b>Spill Procedures:</b> Absorb and containerize. Wash down residual to sanitary sewer. Contact the sanitary treatment facility in advance to assure ability to process washed-down material. For spills of multiple products, responders should evaluate the MSDS's of the products for incompatibility with sodium hypochlorite. Breathing protection should be worn in enclosed, and/or poorly ventilated areas until hazard assessment is complete.</p> <p><b>Waste Disposal:</b> Dispose of in accordance with all applicable federal, state, and local regulations.</p>	<p>Stable under normal use and storage conditions.</p> <p>This product contain bleach. Do not mix or use this product with other household chemicals such as products containing ammonia, toilet bowl cleaners, rust removers, vinegar or acid. To do so with release hazardous gases.</p>									
<b>VIII Fire and Explosion Data</b>	<b>IX Physical Data</b>									
Not flammable or explosive.	<p>pH: ..... 12 - 13</p> <p>Solubility in water: ..... Completely soluble</p> <p>Specific gravity: ..... 1.0</p>									

## **Submission Requirements 2.4.4**

EXHIBIT A

City of Glendale  
Materials Management  
Solicitation Number RFP 16-11  
Victim Assistance Cleanup Services

6.0 Questionnaire Response

1. Crime Clean Decontamination, LLC, can be contacted during business hours and after hours via emergency response cell phone 602.692.3492.
2. Licenses, Permits and Certifications: Sharan R. Godwin, License holder  
AZ Registrar of Contractors: B3 #274258 (residential) exp. 8.31.2017  
L-61 236011(commercial)exp. 7.31.2017

HazWOpER Certification, Supervisor, Manager,  
Arizona State University Polytechnic Campus  
Sharan R. Godwin, certificate holder  
29 CFR 120 (e)(4)-no expiration date

HazWOpER Certification, Hazardous Waste Workers,  
Arizona State University Polytechnic Campus  
Toby Anderson, Chris Godwin, exp. 10.23.2016  
29 CFR 1910.1030

HAZCOM 29 CFR 1910.1200  
Sharan R. Godwin, Toby Anderson, Chris Godwin  
And Madison Stuart exp. 05.10.16

AHERA (Asbestos) Supervisor Training  
29 CFR 1926.1101 (k)(9)(vi)  
Sharan R. Godwin, Toby Anderson, Chris Godwin  
Madison Stuart Exp.05.11.16

EPA Asbestos Awareness  
40 CFR 763.92 (a)(1)  
EPA Lead based renovation, repair, and Painting  
40 CFR 745.89  
Crime Clean Decontamination, LLC, exp. 04.11.17

Arizona Department of Environmental Quality Biohazardous Waste Transporter  
Registration No. TR070011.02  
Crime Clean Decontamination, LLC, exp. 01.23.17

EXHIBIT A

Maricopa County Medical Waste Hauler

Permit #MV-11-0002

Crime Clean Decontamination, LLC, Sharan R. Godwin

exp. 09.30.2116

3. Crime Clean Decontamination LLC's anticipated response between 800 AM and 5:00 PM is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
4. Crime Clean Decontamination LLC's anticipated response between 500 PM and 8:00 AM is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
5. Crime Clean Decontamination LLC's anticipated response during weekends and holidays is one hour and twenty minutes from initial call, with the exception of rush hour traffic which may take longer.
6. List of Personnel: Sharan R. Godwin- 22 years of experience  
Toby Anderson-10 years of experience  
Chris Godwin-22 years of experience  
Madison Stuart-4 years of experience

Training:

Sharan Godwin-HAZWOPER Supervisor/manager

Registrar of Contractor license #236011

Registrar of Contractor #274258

Bloodborne Pathogens Standard

EPA lead certified firm

Toby Anderson-HazWOpER 29 CFR 1910.120(e)(8)

AHERA (asbestos) 29 CFR 1926.1101(k)(9)(vi)

EPA Lead certified firm

Bloodborn Pathogens 29 CFR 1910.1030

HAZCOM 29 CFR 1910.1200

Confined Space Entry 29 CFR 1910.146

Chris Godwin- HazWOpER 29 CFR 1910.120(e)(8)

AHERA (asbestos) 29 CFR 1926.1101(k)(9)(vi)

EPA Lead certified firm

Bloodborn Pathogens 29 CFR 1910.1030

HAZCOM 29 CFR 1910.1200

Confined Space Entry 29 CFR 1910.146

Madison Stuart-Bloodborn Pathogens 29 CFR 1910.1030

HAZCOM 29 CFR 1910.1200

Confined Space Entry 29 CFR 1910.146

United States Army, Chemical, Biological,

Radiological and Nuclear School 2008

EXHIBIT A

7. Vehicle/Equipment Inventory:  
2001 F250 truck, 2002 F250 truck (if needed) 16" utility trailer, 12' enclosed ADEQ permitted biohazardous waste hauler trailer, Pressure washer trailer, generators, lights, all associated hand tools, negative air machines, HEPA vacuums, scaffolding, and ladders

8. Additions to inventory or Personnel:  
I might hire another person or buy another truck if needed.

9. Determining Qualifications for this contract:

Crime Clean Decontamination, LLC has been responding to police department emergencies (private residences, apartments, public housing units, police vehicles and streets) for 22 years. We have held several contracts with police agencies and at this time are the primary vendors for the City of Tempe Police Department. We have held contracts with the City of Mesa, the City of Goodyear and were awarded primary status with the City of Phoenix (declined.) Crime Clean Decontamination has performed exceptionally with all municipalities and has listed several police references to confirm this. We have responded to over 20,000 incidents during our business tenure. We have never been sanctioned for environmental issues involving biohazardous waste hauling or handling in our 22 years of operation. Crime Clean Decontamination, LLC's status as primary vendor with several local municipalities of the same size as The City of Glendale, make us a primary candidate to assist the City of Glendale and it's citizens when the need arises. We are licensed with the Registrar of Contractors (commercial and residential,) AHERA (asbestos) certified, Environmental Protection Agency (EPA,) certified in lead renovation, HazWopER certified (29 CFR 1910.120 (e)(8), Bloodborne Pathogen trained (29 CFR 1910.1030), HAZCOM trained (29 CFR 1910.1200), confined space entry trained(29 CFR 1910.146), and knowledgeable in the Respirator Protection Standard. We also have all the required OSHA annual training for our employees.

10. Contract requirements we are unable to meet:  
None anticipated.

## **Submission Requirements 2.4.5**

**3.14**

**References**

**Lt. Michael Collins, City of Tempe  
Homicide/Violent Crimes Division  
20 East 6<sup>th</sup> Street  
Tempe, Arizona 85281  
480.296.3779 (supervised my staff 20 years)**

**Officer Mary Beach (Admin-Police Vehicles)  
20 East 6<sup>th</sup> Street  
Tempe, Arizona 85281  
480.858.6010 (supervised one year police  
vehicle remediation)**

**Sgt. Kevin Baggs – City of Mesa  
Homicide/Violent Crimes Division  
120 East Robson  
Mesa, Arizona 85201  
480.644.4236 (supervised staff 2009-current)**

### **3.14 References continued**

**Sgt. J.R. Gomez-City of Mesa**

**Homicide/Violent Crimes Division**

**120 North Robson**

**Mesa, Arizona 85201**

**480.644.4172 (supervised staff 2009-current)**



1107 E. Tonto St. Phoenix, AZ 85034

Ph 602-252-0482 Fax 602-257-7082

November 4, 2015

To whom it may concern,

This letter is to recommend Crime Clean Decontamination, LLC as a professional business who has been filling our needs for more than 15 years.

Crime Clean and the Staff have always been courteous and compassionate while being professional and prompt. The team at Crime Clean are efficient and excellent at providing remediation as well as unique crime scene clean up. Over the 15 years of our relationship, the services have included rapid response to clean up scenes after homicides and suicides throughout our portfolio of multi family housing. We also contact Crime Clean for concerns of mold issues within an apartment home for testing as well as the follow up remediation.

We highly recommend this business to you and will continue to use the services they provide for many years to come.

Sincerely,

Cheryl Plant  
Tiempo Inc.  
Subsidiary of CPLC

## **Submission Requirements 2.4.6**

# United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act, 15 USC Section 402, and has received certification to conduct lead-based paint repainting, repair, and removal pursuant to 40 CFR Part 745.89



All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 11, 2017

NAT-123475-1

Certification #

March 28, 2012

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY  
BIOHAZARDOUS MEDICAL WASTE TRANSPORTER  
REGISTRATION NO. TR070011.02

In accordance with Arizona Administrative Code Title 18, Chapter 13, Article 14

Registration issued to: Crime Clean Decontamination, LLC

This Registration for Arizona Biohazardous Medical Waste Transporter is issued to the above named company or entity, and is to be used for transport of biohazardous medical waste in accordance with AAC R18-13-1401 et seq. This registration is deemed effective on the Issue Date below, and expires on the Expiration Date below.

This registration is granted based upon the information provided in the Application for Arizona Biohazardous Medical Waste Transporter Registration. This registration does not relieve the registrant from the requirement to obtain permits and related vehicle inspections from the counties or local governments within which biohazardous medical waste will be transported. This registration is not transferable from one company or entity to another.

  
Amanda E. Stone, Director  
Waste Programs Division

ISSUE DATE: January 23, 2012  
EXPIRATION DATE: January 23, 2017

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 07/31/2017  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Crime Clean Decontamination LLC

CONTRACTORS LICENSE NO. 236011 CLASS CR61

Carpentry, Remodeling and Repair

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

Crime Clean Decontamination LLC

17231 N 26th St  
Phoenix, AZ 85032-2430

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 08/31/2017  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Crime Clean Decontamination LLC

CONTRACTORS LICENSE NO. 274258 CLASS B-3

General Remodeling and Repair Contractor

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

Crime Clean Decontamination LLC

17231 N 26th St  
Phoenix, AZ 85032-2430

**PERMIT TO OPERATE**

This permit is not transferable and must be placed in a conspicuous place.  
A copy of the most recent inspection report for this establishment is available upon request.

**Special Conditions:**

Permit Type: Medical Waste Hauler  
Class:  
Permit Number: MV-11-0002  
Expiration Date: 09/30/2016  
Notes:  
Vehicle #1

**Permit Owner:**  
Crime Clean Decontamination, L.L.C.  
Sharan Godwin  
17231 North 26th Street  
Phoenix AZ 85032

Please contact the Department prior to making any changes to the operation including ownership.  
esd.maricopa.gov

**Premises:**  
Crime Clean Decontamination, L.L.C.  
17231 N 26th St  
Phoenix, AZ 85032



ARIZONA STATE UNIVERSITY

Ira A. Fulton Schools of Engineering  
Environmental & Resource Management



*Certificate of Completion*  
*This is to certify that*

**Sharan Godwin**

*has successfully completed an 8-Hour Hazardous Waste Health and Safety (HazWOPER) Training Course for Manager/Supervisors, which meets the requirements of 29 CFR 1910.120(e)(4)*

Completed: November 13, 2008

Chad Geelhood - Training Director

Fulton Schools of Engineering  
Environmental & Resource Management  
6075 S Innovation Way West  
Mesa, AZ 85212

Note: PPE levels A, B, C & D were demonstrated as part of the course, but not donned by the attendee.



ARIZONA STATE UNIVERSITY

Ira A. Fulton Schools of Engineering  
Environmental & Resource Management



*Certificate of Completion*  
*This is to certify that*  
*Toby Anderson*

*has successfully completed an 8-Hour Hazardous Waste  
Health and Safety (HazWOPER) Refresher Training Course for Hazardous  
Waste Workers which meets the requirements of 29 CFR 1910.120(e)(8)*

Completed: October 23, 2015  
Certificate Number: 15-02-340  
Refresher Req'd by: 10/31/16

  
Chad Geelhood - Training Director

Fulton Schools of Engineering  
Environmental & Resource Management  
6075 S Innovation Way West  
Mesa, AZ 85212

Note: PPE levels A, B, C & D were demonstrated as part of the course, but not donned by the attendee.



ARIZONA STATE UNIVERSITY

Ira A. Fulton Schools of Engineering  
Environmental & Resource Management



*Certificate of Completion*  
*This is to certify that*  
*Chris Godwin*

*has successfully completed an 8-Hour Hazardous Waste  
Health and Safety (HazWOPER) Refresher Training Course for Hazardous  
Waste Workers which meets the requirements of 29 CFR 1910.120(e)(8)*

Completed: October 23, 2015  
Certificate Number: 15-02-344  
Refresher Req'd by: 10/31/16

  
Chad Geelhood - Training Director

Fulton Schools of Engineering  
Environmental & Resource Management  
6075 S Innovation Way West  
Mesa, AZ 85212

Note: PPE levels A, B, C & D were demonstrated as part of the course, but not donned by the attendee.

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**SHARAN R. GODWIN**

has successfully completed the required

Hazardous Communications standard 29 CFR 1910.1200  
Coastal Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015



Sharan R. Godwin

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**TOBY ANDERSON**

has successfully completed the required

Hazardous Communications standard 29 CFR 1910.1200  
Coastal Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015



Sharan R. Godwin



**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**CHRIS GODWIN**

has successfully completed the required

Hazardous Communications standard 29 CFR 1910.1200  
Coastal Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015



Sharan R. Godwin



**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**MADISON STUART**

has successfully completed the required

Hazardous Communications standard 29 CFR 1910.1200  
Coastal Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015

Sharan K. Godwin



M. Stuart

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**SHARAN R. GODWIN**

has successfully completed the required

Confined Space Entry standard 29 CFR 1910.146 Coastal  
Safety Video Series, Sharan Godwin Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015

Sharan R. Godwin



**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**TOBY ANDERSON**

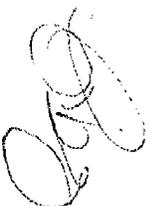
has successfully completed the required

Confined Space Entry standard 29 CFR 1910.146 Coastal  
Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015

Toby Anderson



**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**CHRIS GODWIN**

has successfully completed the required

Confined Space Entry standard 29 CFR 1910.146 Coastal  
Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015

*SG*

Christopher Godwin

*Chris Godwin*

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**MADISON STUART**

has successfully completed the required

Confined Space Entry standard 29 CFR 1910.146 Coastal  
Safety Video Series, Sharan Godwin, Instructor

**CERTIFICATE OF  
COMPLETION**

DATED THIS 10TH DAY OF MAY, 2015



Madison Stuart

*M. Stuart*

**CRIME CLEAN  
DECONTAMINATION LLC**

CERTIFIES THAT

**SHARAN R. GODWIN**

has successfully completed the required Bloodborne  
Pathogen 29 CFR 1910.1030 course (Coastal Safety Video  
Series) and is therefore awarded this

**CERTIFICATE OF COMPLETION**

Dated this 10th day of May, 2015

  
Sharan R. Godwin, Instructor



**CRIME CLEAN  
DECONTAMINATION LLC**

CERTIFIES THAT

**TOBY ANDERSON**

has successfully completed the required Bloodborne  
Pathogen 29 CFR 1910.1030 course (Coastal Safety Video  
Series) and is therefore awarded this

**CERTIFICATE OF COMPLETION**

Dated this 10th day of May, 2015



Sharan R. Godwin, Instructor



Toby Anderson

**CRIME CLEAN  
DECONTAMINATION LLC**

CERTIFIES THAT

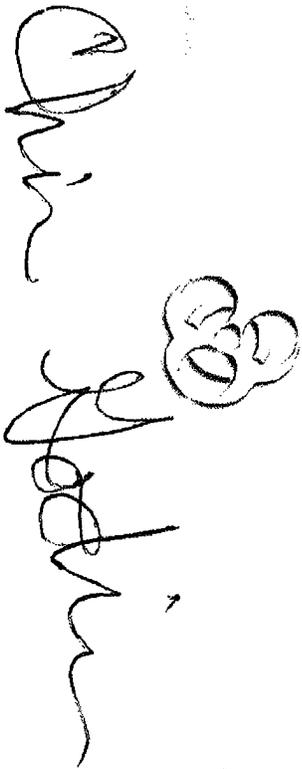
**CHRIS GODWIN**

has successfully completed the required Bloodborne  
Pathogen 29 CFR 1910.1030 course (Coastal Safety Video  
Series) and is therefore awarded this

**CERTIFICATE OF COMPLETION**

Dated this 10th day of May, 2015

Chris Godwin



2015

**CRIME CLEAN  
DECONTAMINATION LLC**

CERTIFIES THAT

**MADISON STUART**

has successfully completed the required Bloodborne  
Pathogen 29 CFR 1910.1030 course (Coastal Safety Video  
Series) and is therefore awarded this

**CERTIFICATE OF COMPLETION**

Dated this 10th day of May, 2015

  
Sharan R. Godwin, Instructor

  
M. Stuart

Madison Stuart

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**SHARAN R. GODWIN  
HAS SUCCESSFULLY  
COMPLETED THE**

**REQUIRED**

OSHA Class Training in  
29 CFR 1926.1101 (k)(9)(iv)

And

EPA Asbestos Awareness  
40 CFR 763.92(a)(1)  
May 11, 2015



Sharan R. Godwin

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**TOBY ANDERSON  
HAS SUCCESSFULLY  
COMPLETED THE**

**REQUIRED**

OSHA Class Training in  
29 CFR 1926.1101 (k)(9)(iv)

And

EPA Asbestos Awareness  
40 CFR 763.92(a)(1)

Toby Anderson

A handwritten signature in black ink, appearing to read 'Toby Anderson', written over a horizontal line.

**CRIME CLEAN  
DECONTAMINATION, LLC**

CERTIFIES THAT

**CHRIS GODWIN  
HAS SUCCESSFULLY  
COMPLETED THE  
REQUIRED**

OSHA Class Training in  
29 CFR 1926.1101 (k)(9)(iv)

And

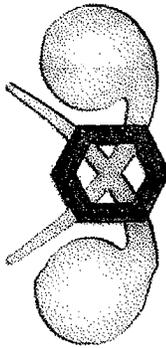
EPA Asbestos Awareness  
40 CFR 763.92(a)(1)  
May 11, 2015

*SRG*

Chris Godwin

*Chris Godwin*

United States Army  
Chemical, Biological, Radiological and Nuclear School  
Fort Leonard Wood, Missouri



awards this  
Diploma  
to

PVT MADISON ESTUART

THIS IS TO CERTIFY SUCCESSFUL COMPLETION OF THE

CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR (CBRN)

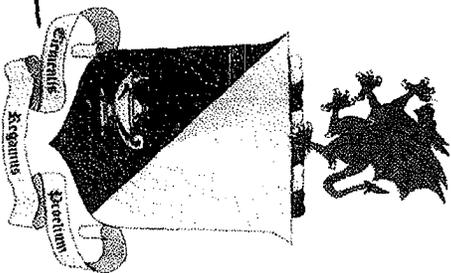
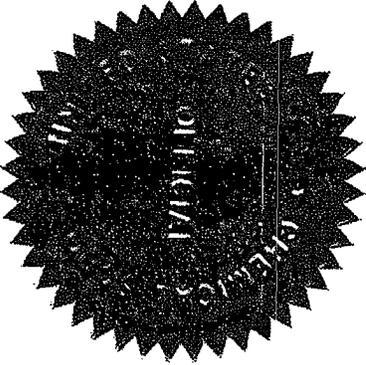
SPECIALIST COURSE

022-08, 25 Aug 08- 4 Nov 08

IN TESTIMONY WHEREOF, AND BY THE AUTHORITY VESTED

IN US, WE DO CONFER THIS DIPLOMA

THIS 4 Nov 08



*Leslie C. Smith*

LESLIE C. SMITH

COLONEL, CM

Commandant

## **Submission Requirements 2.4.6**

**EXHIBIT B**  
**RFP 16-11**  
COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

See RFP 16-11, proposal page 19, Price Sheet 5.0.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required must not exceed \$105,000.00 over the maximum five year term of the agreement.

**DETAILED PROJECT COMPENSATION**

Contractor shall submit invoices monthly detailing billing for the preceding month, consistent with the Price Sheet.

**EXHIBIT C**  
**RFP 16-11**  
**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.