LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
REHRIG PACIFIC COMPANY

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this day of 20__, between the City of Glendale, an Arizona municipal corporation (the “City”), and Rehrig Pacific Company, a Delaware corporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

A. On February 1, 2018, under the S.A.V.E Cooperative Purchasing Agreement, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Solid Waste 35-65-95 Gallon Containers, Contract No. 146810 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 1, 2018, until the date the contract expires on January 31, 2020, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 31, 2023. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 31, 2020. The City, however, may renew the term of this Agreement for three (3) one-year periods until the
Cooperative Purchasing Agreement expires on January 31, 2023, unless the Cooperative Agreement is amended or terminated; Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. **Scope of Work; Terms, Conditions, and Specifications.**

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. The Parties agree to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. **Compensation.**

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement. The terms upon which compensation shall be paid by the City are detailed in Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million dollars ($1,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. **Cancellation.** This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

6. **Insurance Certificate.** A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. **E-verify.** Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Amy Moreno  
6210 W. Myrtle Ave., Suite 111  
Glendale, Arizona 85301  
623-930-2681  

and  

Rehrig Pacific Company  
c/o Brad Gust  
4010 East 26th Street  
Los Angeles, CA 90058  
714-504-7690  

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

**“City”**  

City of Glendale, an Arizona municipal corporation  

By:  

Kevin R. Phelps  
City Manager  

**“Contractor”**  

Rehrig Pacific Company  
a Delaware corporation  

By:  

[Signature]  
Name: Brad Gust  
Title: Sales Manager  

ATTEST:  

Julie K. Bower (SEAL)  
City Clerk  

APPROVED AS TO FORM:  

Michael D. Bailey  
City Attorney
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
REHRIG PACIFIC COMPANY

EXHIBIT A
CITY OF PHOENIX
SOLID WASTE 35-65-95 GALLON CONTAINERS
CONTRACT NO. 146810
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Please read before continuing to the offer document.

SOLICITATION RESPONSE CHECK LIST

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

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

☐ All Submittals are included.

☐ Reviewed and verified prices offered.

☐ Checked price extensions and totals.

☐ Included any required drawings or descriptive literature.

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

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

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

☐ Included signed addenda, if any.

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

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

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

The City of Phoenix invites sealed offers for Solid Waste 35-65-95 Gallon Containers for a two-year period in accordance with the specifications and provisions contained herein, commencing on or about January 1, 2018 or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later, in accordance with the specifications and provisions contained herein.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions exercised as set forth above;
- payment of the maximum authorized compensation under this Agreement; or
- termination pursuant to the provisions of this Agreement.

1. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s eProcurement Self-Registration System at https://www.phoenix.gov/financesite/Pages/EProc-help.aspx in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's eProcurement system.

2. SCHEDULE OF EVENTS:

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<thead>
<tr>
<th>ACTIVITY (All times are local Phoenix time)</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Pre-Offer Conference</td>
<td>Thursday, November 2, 2017 9:00 a.m.</td>
</tr>
<tr>
<td>Pre-Offer Conference Location</td>
<td>Phoenix City Hall</td>
</tr>
<tr>
<td></td>
<td>200 W. Washington Street, 7th Floor</td>
</tr>
<tr>
<td></td>
<td>Phoenix, AZ 85003</td>
</tr>
<tr>
<td>Written Inquiries Due Date</td>
<td>Tuesday, November 7, 2017 10:00 a.m.</td>
</tr>
<tr>
<td>Offer Due Date</td>
<td>Wednesday, November 22, 2017 1:00 p.m.</td>
</tr>
<tr>
<td>Offer Submittal Location</td>
<td>Phoenix City Hall</td>
</tr>
<tr>
<td></td>
<td>200 W. Washington Street, 7th Floor</td>
</tr>
<tr>
<td></td>
<td>Phoenix, AZ 85003</td>
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</tbody>
</table>
The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA: Interested Offerors may download the complete solicitation and addenda from https://www.phoenix.gov/solicitations. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Public Works, Administration, 200 W. Washington St, 7th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

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

4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer’s catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City’s use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

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

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

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

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

7. ADDENDA: The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
SECTION 1 - INSTRUCTIONS

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

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

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

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

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

   Offeror’s Name  
   Offeror’s Address (as shown on the Certification Page)  
   Solicitation Number  
   Solicitation Title

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

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

13. OFFER RESULTS: Offers will be opened on the offer due date, time and location indicated in the Schedule of Events at which time the name of each Offeror and the prices will be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City’s website.
The City will post a preliminary offer tabulation on the City's website, https://www.phoenix.gov/solicitations within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

14. AWARD OF CONTRACT: Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

15. SOLICITATION TRANSPARENCY POLICY:

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

15.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the procurement officer.

15.3. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

15.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office
SECTION I - INSTRUCTIONS

and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

15.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

15.6. "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

16. PROTEST PROCESS:

16.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

16.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

16.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

16.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award.
recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

16.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

16.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

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

18. LATE OFFERS: Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.
19. RIGHT TO DISQUALIFY: The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

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

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

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

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

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

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

**Will, Must**
Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should**
Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.

**May**
Indicates something that is not mandatory but permissible.

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

**"A.R.S."**
Arizona Revised Statute

**"Procurement Officer"**
City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.

**"City"**
The City of Phoenix

**"Contractor"**
The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

**"Contract" or "Agreement"**
The legal agreement executed between the City of Phoenix, AZ and the Offeror.

**"Days"**
Means calendar days unless otherwise specified.

**"Deputy Finance Director" or "Department Director"**
The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

**"Employer"**
Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"Offer"  
Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror"  
Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation"  
Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.

"Suppliers"  
Firms, entities or individuals furnishing goods or services to the City.

"Vendor" or "Seller"  
A seller of goods or services.

2. CONTRACT INTERPRETATION:

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

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Submittals
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Invitation for Offer

2.3. ORGANIZATION: EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons
supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

2.4. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. **PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. **CONTRACT ADMINISTRATION AND OPERATION:**

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

3.2. **CONFIDENTIALITY AND DATA SECURITY:**

3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

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

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

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

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

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

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

3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1959, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

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

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

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

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

3.5. LEGAL WORKER REQUIREMENTS: The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose
subcontractors fail to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.5.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.6. LICENSES AND PERMITS: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.7. ADVERTISING: Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Department Director, and the City will not unreasonably withhold permission.

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

3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

3.9.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

3.9.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
3.10. **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

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

3.11. **LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12. **NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

3.13. **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.14. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

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

4. **COSTS AND PAYMENTS:**

4.1. **GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after
receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6. **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

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

6. **CONTRACT CHANGES:**

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

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

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

5.4. AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Department Director or delegate prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY:

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

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

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

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

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

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

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

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

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

7. **CITY’S CONTRACTUAL RIGHTS:**

7.1. **RIGHT OF ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

7.2. **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

7.4. ON TIME DELIVERY: Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

7.5. DEFAULT: In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

7.6. COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

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

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

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

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

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

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

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

11. TAX RESPONSIBILITY QUALIFICATION: Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.
SECTION III – SPECIAL TERMS AND CONDITIONS

1. FREE ON BOARD (FOB) DELIVERED: Prices quoted will be FOB destination and delivered, as required, to the following point(s):
   
   27th Avenue Transfer Station, 3050 South 27th Avenue, Phoenix, AZ
   Union Hills Service Center, 133 East Union Hills Drive, Phoenix, AZ
   EDTA, 3535 S 35th Ave, Phoenix AZ.
   Special Operations South, 3022 S 22nd Ave, Phoenix, AZ.

2. PRICE: All prices submitted will be firm and fixed for the initial 2 year(s) of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of requested adjustment. Requests will be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City’s written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.

3. METHOD OF ORDERING (PURCHASE ORDERS): Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. METHOD OF INVOICING: Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
   • City purchase order number or shopping cart number, 
   • Items listed individually by the written description and part number. 
   • Unit price, extended and totaled. 
   • Quantity ordered, back ordered, and shipped. 
   • Invoice number and date. 
   • Requesting department name and “ship-to” address. 
   • Payment terms. 
   • FOB terms. 
   • Remit to address

5. METHOD OF PAYMENT: Contractor will be paid on a basis in arrears. Invoices must contain the purchase order number or the shopping cart number under which the purchase was made. Contractor to submit invoice to: invoices@phoenix.gov.

6. PARTIAL PAYMENTS: Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City.
Payment will be made only for the actual amount of items or services received and accepted by the City.

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

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

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

8. POST AWARD CONFERENCE - A post award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

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

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

Department Contact: Solid Waste Superintendent

Phone: 602-534-7002

11. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY): Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division or delegate. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval
of the Deputy Finance Director or delegate was not received prior to the Contractor's performance.

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

12.1. A formal announcement from the manufacturer that the product or model has been discontinued.

12.2. Documentation from the manufacturer that names the replacement product or model.

12.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

12.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

12.5. Documentation from the manufacturer confirming the price for the replacement item.

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

13. **COMMUNICATION IN ENGLISH** - It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate as the site contact.

14. **SPECIFICATIONS** - The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended will be provided by the Contractor, whether or not it has been detailed in these documents.

15. **MULTIPLE AWARDS** - The City reserves the right to award to more than one (1) contractor. The City's decision to utilize multiple contractors shall be final and conclusive.

16. **OPTION TO EXTEND** - The City may, at its option and with approval of Contractor, extend the period of this contract up to 3 additional year(s), in increments of up to one year.

17. **SAMPLES** - Upon request, Offerors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Offeror.
18. **ANSI CERTIFICATION** - Contractor shall certify the containers offered meet the requirements set forth in the most recent ANSI requirements. This certification must be provided by an independent third party acceptable to the City of Phoenix. Any specifications above ANSI standards shall be honored.

19. **LIQUIDATED DAMAGES**
   19.1 **NEW ORDERS**
   If the Contractor fails to deliver the supplies or perform the services within the time specified in its 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 Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $75.00. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

19.2 **REPLACEMENT ORDERS**
Contractor's invoice shall be deducted per the applicable container price when warranty replacement containers are not delivered within the 30 day period.
SECTION IV – INSURANCE AND INDEMNIFICATION

1. **INDEMNIFICATION CLAUSE:**

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

2. **INSURANCE REQUIREMENTS:**

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

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

2.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Each Occurrence $1,000,000

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

2.1.2. Automobile Liability

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

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

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

2.1.3. Worker's Compensation and Employers' Liability

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

• Policy must contain a waiver of subrogation against the City of Phoenix.

• This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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

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

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

4. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to [City of...}

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

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

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

   All certificates required by this Contract must be sent directly to (City Department Representative's Name and Address). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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

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

1. Requirements
   For the supply and delivery of black, blue and green containers with a nominal capacity of 90/68, 60/68, 48/52, and 32/35 liquid gallons, including full unit warranty replacement containers, for a fully automated collection system per schedule (schedule may be changed depending on demand) or as-needed basis for a one (1)-year period with four (4) one year extensions commenced on or about January 1, 2018.

   The quantities required for all bid items are contingent upon the City’s Refuse, Recycling and Green Organics Collection Programs, which includes replacement of existing containers in use and new containers for service area growth.

   Bimonthly meetings between the contractor and City staff will be set up by the City to be held in Phoenix, Arizona.

   The corresponding container requirements may be extended and/or interrupted due to conditions outside the control of the City. Quantities listed are the City’s best estimate and do not obligate the City to order more than City’s actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds.

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Description</th>
<th>Estimated Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>90/68 gallon container</td>
<td>45,000 annually</td>
</tr>
<tr>
<td>2.</td>
<td>60/68 gallon container</td>
<td>5,000 annually</td>
</tr>
<tr>
<td>3.</td>
<td>48/52 gallon container</td>
<td>0</td>
</tr>
<tr>
<td>4.</td>
<td>32/35 gallon container</td>
<td>1,000 annually</td>
</tr>
</tbody>
</table>

   The estimated quantities above will be used in the bid evaluation process and will consist of three (3) different colors, black, blue and green (colors are subject to change during contract term).

2. Substitution of Specified Items
   Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words “or equal”. The Bidder may offer any item or process which shall be equal in every respect. However if the item or process delivered is not in the opinion of the City of Phoenix equal in every respect to the specifications then the Bidder must furnish the item or material with one that in the opinion of the City of Phoenix is equal.

3. Assembly and Availability Requirements
   Containers will be ordered as needed and shall be delivered and assembled within 30 calendar days after receipt of an order.

   All containers will be delivered, unloaded and assembled at sites designated by the City. (Contact Special Operations prior to offloading containers, 602-534-7002).
4. **Design Specifications**

Each contractor shall provide certification that the containers to be provided to the City meet the requirements set forth in the most recent ANSI requirements. This certification must be provided by an independent third party acceptable to the City of Phoenix. Any specifications above ANSI standards shall be honored.

<table>
<thead>
<tr>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Container Capacity</strong></td>
</tr>
<tr>
<td>Bid Item 1 - &quot;90/98 gallon container&quot; shall hold a minimum of 90 U.S. liquid gallons.</td>
</tr>
<tr>
<td>Bid Item 2 - &quot;60/66 gallon container&quot; shall hold a minimum of 60 U.S. liquid gallons.</td>
</tr>
<tr>
<td>Bid Item 3 - &quot;48/52 gallon container&quot; shall hold a minimum of 48 U.S. liquid gallons.</td>
</tr>
<tr>
<td>Bid Item 4 - &quot;32/35 gallon container&quot; shall hold a minimum of 32 U.S. liquid gallons.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>All bid items shall be black, blue and green in color. Contractor shall submit color chips with the bid. If contractor offers several shades, the City will select the shade.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Resin Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 gallon resin weight: 17lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175 inch wall thickness throughout the container and 0.135 for the lid.</td>
</tr>
<tr>
<td>65 gallon resin weight: 25lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175 inch wall thickness throughout the container and 0.135 for the lid.</td>
</tr>
<tr>
<td>95 gallon resin weight: 35lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175 inch wall thickness throughout the container and 0.135 for the lid.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>All dimensions must be compatible with the fully automated collection equipment in use by the City. 90/98 gallon containers shall be no wider than 32 inches, designed to pass easily through gates or standard doors. 60/66 gallon containers shall be no wider than 28 inches. 32/35 gallon containers shall be no wider than 21 inches.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Lid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall be injection or rotational molded from the same material as the container and be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lid shall fit flush around all contact points with the base of the container to within one-sixteenth on an inch, or to within the current definitions of a fly-tight container as determined by the City of Phoenix. The lid shall have the same thickness as the container. The lid shall open easily and fully to 270 degrees. The lid must operate smoothly and not be a safety hazard or potential maintenance problem. When closed, the lid must prevent entry of rain and flies without the use of latches. Failure of the lid to perform as stated above will be deemed a failure under the warranty.</td>
</tr>
</tbody>
</table>
6. Hinge – Any PVC pipe used shall be a one-inch (1") black PVC tube or a three-quarter inch (3/4") high density extruded polyethylene tube or approved equal tube and schedule 80 minimum. Containers must have a flap in the front and a handle bar for use with mini side dump equipment. The lid must be designed in such a manner to ensure that the container will be water-tight, fly-tight, and be attached to container without the use of a metal hinge, metal bar, PVC plastic glued connections or hidden bar. Handles and handle mounts shall be integrally molded. Bolt-on designs are not acceptable. This tube will act as a hinge and a push bar. Handles shall not be a safety hazard.

7. Hardware and Wheels – Each container shall be furnished with a five-eighths inch (5/8") galvanized steel, cadmium plated, or equally rust resistant axle (minimum), and shall not be exposed to the interior side of the container. The axle must be sufficient to maintain the container during its warranty period and useable life. The wheels shall be one (1) piece and rotationally or injection molded from the same material resin as the container. Wheel size and width should be sufficient to allow the container to meet all stability and handling characteristics in section H below.

8. Movement – Container shall be designed to be moved easily by workers, members of the public, and other users over a variety of distances and surfaces including sand, gravel, mud and grass without creating extra work or a safety hazard.

9. Rolling Movement – When the container is loaded with fifty pounds (50 lbs) of sand, the force (applied directly downward on the handle) required to tilt the container into the “Roll Position”, shall not exceed fifty pounds (50 lbs) as measured by a pull scale. The design shall permit the user to tip the fully loaded container into the “Roll Position” while keeping both feet on the ground. A molded-in fulcrum “pedal” is acceptable; an attached pedal using hardware is not acceptable.

10. Structural Integrity – Containers shall not lose structural integrity during extended periods in outdoor conditions with ambient temperatures exceeding 120 degrees Fahrenheit. Containers must be able to withstand 120 automated armatures in these extreme temperatures without being structurally compromised.

11. Compression Force – Each container shall be capable of withstanding the compression force of the fully automated loading collection equipment in the lifting and dumping process without permanent damage, deformation or structural failure. Containers must be compatible with existing equipment and lifters of the City (no exceptions) and its solid waste contractors. The City and its contractors use industry standard lifters. Containers are required to meet the compatibility standards set forth in the most current ANSI standards. Because the collection cycle is extremely important to productivity, no adjustments to equipment will be made.

12. Finish – container and lid interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers and lids and all areas handled shall be completely deburred with no sharp edges or corners. Containers and lids are to be manufactured to highest commercial standards.

13. Identification Markings – The container shall be labeled as shown in Specifications, molded or hot stamped in the location shown in Exhibit 1 details in accordance with minimum and maximum dimensions or as directed by the
### Municipal Parties

All labels are provided for informational purposes. Text and photographs may be modified to reflect changes in phone number, website address, etc.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.</td>
<td><strong>Warning Information</strong> - The Phoenix Bird shall be three inches (3&quot;) molded or hot-stamped in white. &quot;Do Not Block&quot; shall be one inch (1&quot;) capital letters molded or hot-stamped in white on both sides of the container and &quot;Violates City Code&quot; shall be one-half inch (1/2&quot;) letters molded or hot-stamped in white on both sides of the container under the &quot;Do Not Block&quot;. See Exhibit 1.</td>
</tr>
<tr>
<td>15.</td>
<td><strong>Manufacturing Process</strong> - Containers and lids must be rotational or injection molded, high density polyethylene (HDPE) or medium density polyethylene (MDPE). Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Material must be durable enough to last for 10 years of outdoor, unsheltered use under Phoenix weather conditions.</td>
</tr>
<tr>
<td>16.</td>
<td><strong>Resin Manufacturing</strong> - Contractors would identify the manufacturer, material type and production method of the resin.</td>
</tr>
<tr>
<td>17.</td>
<td><strong>Resin Source</strong> - The container shall be molded from 100% high or medium density polyethylene virgin quality materials produced by a national petrochemical manufacturer (e.g. Exxon, Phillips, Mobil, Dow, DuPont or equivalent), mixed with 10% to 20% post-consumer (HDPE OR MDPE) resin. Material must satisfy manufacturer's original specification for first quality material and cannot be &quot;batch&quot; produced by the bidding contractor.</td>
</tr>
<tr>
<td>18.</td>
<td><strong>Specification of Recycled Materials</strong> - Contractor must state the percentages of particular grades of recycled material (post-consumer scrap) used in the proposed containers' resin in separate documentation.</td>
</tr>
<tr>
<td>19.</td>
<td><strong>Certification of Recycled Materials</strong> - Contractor must supply a letter from the resin manufacturer that certifies that the recycled post-consumer resin is of like quality of 100% virgin resin, the actual source of resin and the contractor's assured capability of obtaining sufficient resin to complete the contract previous to bid award.</td>
</tr>
<tr>
<td>20.</td>
<td><strong>Pigmentation</strong> - Minimum of one-half of one percent (0.05%) and maximum of one percent (1%) color pigment, hot melt compounded into the resin. Dry mixing and/or dry blending of pigment and resin is unacceptable.</td>
</tr>
<tr>
<td>21.</td>
<td><strong>Extruder</strong> - Contractor shall identify the specific hot melt compounding extruder herein by its manufacturer's model number, and provide the name and address of the facility where the extruder is located.</td>
</tr>
<tr>
<td>22.</td>
<td><strong>Stabilizer</strong> - Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type of one-half of one percent (0.05%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.</td>
</tr>
<tr>
<td>23.</td>
<td><strong>Ballast Requirements</strong> - Containers shall be designed to regularly receive and dump a minimum of 200 lbs of ballast without permanent damage, deformation, or structural failure.</td>
</tr>
<tr>
<td>24.</td>
<td><strong>Recyclability</strong> - All plastic components will be recyclable into other polyethylene products of a similar nature. Contractor shall provide a statement of recyclability of the proposed container and components, and vendor shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e. resin, hardware, components, etc) previous to bid award. The City shall have the final determination as to recyclability.</td>
</tr>
<tr>
<td>25.</td>
<td><strong>Metal Components</strong> - All metal components shall be galvanized steel or stainless and rust resistant as described in specification &quot;g&quot;.</td>
</tr>
</tbody>
</table>
26. **Graphics** - Graphics for Recycle Lids shall have molded or hot stamped in white the graphics shown and located in Section VII - EXHIBITS. All characters will be capital letters. The pigment used shall be a pigment that infuses the resin to a depth of 4-5 mils.

27. **Labeling** - The vendor will embed in each container a thermal transfer label with a unique number that is readable/scanable by the City's portable data terminal in both indoor and outdoor environments. The City is currently using a Symbol PDT-8100. Bar Code schematic will be provided at the post award conference.

5. **Graphic on Container and Lid**
Graphics and letter sizes as indicated in Section VII - EXHIBITS are guidelines. Optional In Mold Labeling (IML) graphics and letter sizing will be discussed and approved by the City at the Post Award Conference.

For Container bodies/lids, see Section VII - EXHIBITS.

6. **Contractor Capabilities**
Along with the bid, the following information shall be immediately submitted for buyer's review:

6.1. Three (3) sets of drawings in an 8.5 inch by 11 inch size showing all relevant dimensions of the containers and an electronic copy of the same on a computer CD in a format readable by City software.

6.2. Name, address, phone number, and statutory agent of distributor (delivery sub-contractor) if other than contractor.

6.3. Name, address, phone number, and statutory agent of any subcontractor and/or manufacturer of any components, however marginally involved.

6.4. Name, address, phone number, and statutory agent of any delivery subcontractor or assembly contractor used, however marginally involved.

7. **Warranty Requirements**
7.1. **Warranty Specifications**: Contractor must submit with bid, a document which clearly states the exact warranty for the containers proposed. The warranty must be for no less than ten (10) full years, and must specifically provide for no-charge replacement of a completely assembled, full-unit replacement container if any component is damaged or fails.

The Contractor shall not be responsible for damage or destruction caused by fire, vandalism, abuse, neglect or acts of God after the containers have been delivered and accepted.

7.2. **Warranty Claim Procedures and Required Delivery Schedule**: In the event that a container under warranty is identified by the City as requiring replacement, the City shall retain that container and notify the contractor through email of its warranty claim on a regular basis. Within thirty (30) calendar days of this notification, the contractor shall honor the warranty claims by delivering replacement containers to the City, or the Contractor
may choose to notify the City in writing within the 30 day period that it contests the warranty claims, although contest of warranty claims will not relieve the Contractor of the obligation to deliver replacement containers. It will be the responsibility of the contractor to visually inspect the failed containers during the above period. Failure to inspect any failed container will result in a waiver of the contractor's right to contest the City's warranty claim and permission to the City to dispose of the failed container and assess any cost against the Contractor. The burden of proof when contesting warranty claims is solely on the contractor.

There will be no billing of replacement containers until related contested warranty claim is resolved.

In the event of a contested claim as set forth above, or in the event of any contested claim associated with any repairs to warrantable containers, the City and the contractor shall use their best efforts to mutually resolve the disagreement. In the event the City and the contractor cannot resolve their disagreement within thirty (30) calendar days subsequent to the Contractor's timely notice, the City's determination shall be final.

7.3. Warranty Replacement Containers: All roll-out carts have a 10 year un-prorated warranty on:
- cart body
- lid (damaged or missing)
- wheels (damaged or missing)
- axle (damaged or missing)
- and all attachments

Each cart's valid warranty period is 10 years from the date of acceptance by the City.

Any and all containers, which replace an original container found to be defective by the City, will carry the remaining time under warranty left on the original container's ten (10) year warranty. Contractor will provide information using the RFID data sheet to show remaining years on each container. The contractor is responsible for providing as many replacement containers as necessary to provide the City with use of a non-defective container for ten (10) full years as provided under warranty. The vendor may use the average remaining warranty life of the containers submitted in each claim, and hot stamp them correspondingly, in consultation with the City. The warranty period shall be told during the time a replacement container is on order with the contractor.

In the event a container is submitted for a warranty claim and the vendor deems the container ineligible for warranty (invalid), and the vendor picks up that container in conjunction with a shipment of warranty containers, the vendor agrees to pay the City of Phoenix $0.205 per pound for RPC reclaim material based on the container resin weights outlined above. The City of Phoenix is responsible for communicating the contractual price changes from their current recycled plastics vendor's rate to the vendor and the
vendor will match the current rate. The payment for the reclaimed material shall be in the form of a credit to the City of Phoenix to be applied towards future orders with the vendor. The credit amount will be calculated and applied to City of Phoenix invoices on a quarterly basis. The City of Phoenix is responsible for documenting and communicating the serial numbers of the containers which are out of warranty and reclaimed by the vendor. In the event of a discrepancy, the vendor may reference proper documentation (BOLs, Shipment Receipts, etc.) as to what is actually collected and delivered to the vendor’s plant.

11.4 City Repairs: Minor repairs and installation of replacement parts for failed containers under warranty may be accomplished by City personnel. These repairs or parts replacement shall be implemented at the sole discretion of the City and without any prior consent or notification of the contractor. This shall in no way waive the warranty requirement of the container, or the responsibilities of the Contractor.

11.5 Replacement Parts Guarantee: For the warranted serviceable life of a container, the contractor shall be obligated to make available to the City all components of containers for use as replacement parts of defective and unserviceable containers at no cost to the city. Contractor also shall be obligated to make available to the City replacement parts of equal or superior quality and performance as original equipment manufactured parts. In the event that the contractor is unable to provide the City with any replacement parts for a period longer than thirty (30) calendar days, the contractor shall be liable to the City for any additional costs incurred by the City to repair or otherwise replace the container component and any and all other liquidated damages incurred by the City as a result of unavailability of the replacement part(s). For each unavailable container part requested by the City, the contractor’s maximum liability shall not exceed the cost of a new, replacement container delivered to the City.

11.6 Failure Rate: Statistically, all containers should have a failure/replacement/repair rate NO GREATER THAN 6% during the first year in service AND a failure/replacement/repair rate NO GREATER THAN 10% during the first two years in service.

8. Container Purchases Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery of original containers, warranty replacement containers, or parts, cannot be met by the contractor.

9. Required Delivery Schedule
Fully assembly containers will be delivered between the hours of 6:00 a.m. and 2:00 p.m. local time, Monday through Friday, excluding City recognized holidays. The City will notify the vendor of a monthly delivery schedule once the contract is awarded.
contractor is responsible for notifying designated City staff at least 24 hours before pending delivery. This notice will include estimated arrival time and number of containers to be delivered. The contractor is required to notify the City prior to unloading the containers so that City staff may be present to verify and sign the bill of lading (BOL) or other shipping documents confirming receipt of the load. The contractor is required to unload the containers at the location in the service center as directed by City staff.

The City may be required to adjust the amounts and the delivery locations of containers. The City reserves the right to modify the schedule as needed and will notify the contractor in advance of any changes.

A digital copy of the RFID manifest is required to be included with each load. This list will be used to track container assets and warranties.

Any failure by the contractor to provide and deliver containers timely, either original or warranty replacement containers, may result in liquidated damages owed to the City.

Weekly container deliveries cannot occur on City holidays.
SECTION VI: SUBMITTALS

1. **COPIES:** Please submit one original, 3 copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

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

3. **COSTS AND PAYMENTS:**

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

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

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

Solicitation Number IFB 18-SW-020
4. BID PRICE SCHEDULE

ALL OR NONE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Container Description</th>
<th>Manufacturer &amp; Product No.</th>
<th>Estimated Annual Quantities (per each)</th>
<th>Unit Price Excluding Tax</th>
<th>Total Price Excluding Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>90/98 gallon container <em>Alternate Bid</em></td>
<td>ROC-95NB ROC-95EG</td>
<td>45,000</td>
<td>$43.76 $43.51</td>
<td>$1,969,200.00 $1,957,950.00</td>
</tr>
<tr>
<td>2.</td>
<td>60/68 gallon container</td>
<td>ROC-65NB</td>
<td>5,000</td>
<td>$39.47</td>
<td>$197,350.00</td>
</tr>
<tr>
<td>3.</td>
<td>48/52 gallon container</td>
<td></td>
<td>0</td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>4.</td>
<td>32/35 gallon container</td>
<td>ROC-35MCB</td>
<td>1,000</td>
<td>$32.98</td>
<td>$32,980.00</td>
</tr>
</tbody>
</table>

*RFID Tags: $0.60 Each  **GRAND Total -- All or None: $2,199,530.00 Alternate Bid: $2,188,280.00

**Grand Total price will determine low bid

5. DELIVERY: Contractor states that item(s) ordered will be delivered _30_ days after receipt of order. This delivery schedule will include any time for shipping.

6. RESIN CERTIFICATION INCLUDED: _X_ (Check for yes)
Bid submittal constitutes the Contractors capability of obtaining sufficient resin to meet the bid estimated quantities

7. CONTAINER DRAWING
Bidder shall include four (4) sets of drawings and an electronic copy (CD format, Adobe PDF 7.0 or higher), 8.5 inch by 11 inch size, showing all relevant container dimensions for review.

8. ANSI CERTIFICATION: The products offered are ANSI certified by the following independent 3rd party:

9. CERTIFICATION OF RECYCLED PRODUCTS: It is hereby certified that the products offered in IFB Number 18-SW-020 contain no less than 10% post consumer recycled material. Post consumer waste materials are defined as only those materials that come from products generated by a consumer that have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products does not qualify as post consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price
9. CERTIFICATION OF RECYCLED PRODUCTS: It is hereby certified that the products offered in IFB Number 18-SW-020 contain no less than 10% post consumer recycled material. Post consumer waste materials are defined as only those materials that come from products generated by a consumer that have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products does not qualify as post consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

It is further certified that the following post consumer recycled materials are used in the product and in the percentage content indicated.

Post Consumer Recycled Material(s) Used (Example: milk jugs, newspaper, etc.)
Milk Jugs and reclaimed materials from injection molded parts including but not limited to carts.

Total content %
(please enter percent of total post consumer recycled material used to manufacture the product.)
Up to 30%

Source(s) of recycled material
Rehrig Pacific has its own regrind facility.

Name, contact
Rehrig Pacific Company

Address
4010 East 25th Street
Los Angeles, CA 90058

Phone number
800-421-6244

Certified by (Bidder)
Rehrig Pacific Company

Signature

Printed Name and Title
Rebecca Engberg, Customer Service Specialist

10. WARRANTY - Bidder guarantees bid prices include all warranty costs X (Check for yes)

11. HOT MELT COMPOUND

11.1. Extruder:
Manufacturer's model number:
#EWL2000RS200/200

Extruder Facility Name:
Rehrig Pacific Company

Extruder Facility Address:
4010 East 25th Street
Los Angeles, CA 90058
11.2. Additive Manufacturer: Techmer

Type: H.A.L.S. ( Hindered Amine Light Stabilizer) ultraviolet stabilizer (U.V.) package, which is considered a superior U.V. stabilizer package.

12. **STATUTORY AGENTS:**

12.1 Distributor (Delivery sub-contractor), if other than contractor:
Name: N/A

Address: ____________________________________________________________

Phone Number: ______________________________________________________

12.2 Subcontractor and/or Manufacturer of any component, however marginally involved:
Name: N/A

Address: ____________________________________________________________

Phone Number: ______________________________________________________

12.3 Delivery Subcontractor or Assembly Contractor, however marginally involved:
Name: N/A

Address: ____________________________________________________________

Phone Number: ______________________________________________________
OFFER

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

Arizona Sales Tax No.  N/A
Use Tax No. for Out-of State Suppliers  07-573405-M
City of Phoenix Sales Tax No.  01009349
Arizona Corporation Commission File No.  N/A

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

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

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

Authorized Signature  

November 13, 2017

Date

Rehrig Pacific Company - Corporation

Rajesh J. Luher, CFO

Printed Name and Title
(Member, Manager, President)

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

Rehrig Pacific Company

Address  4010 East 29th Street
City, State and Zip Code  Los Angeles, CA 90058
Telephone Number  714-504-7690 - Main Contact: Brad Gust, Sales Manager
Company’s Fax Number  323-269-8506
Company’s Toll Free #  800-421-6244
Email Address  BGust@Rehrig.com

Solicitation Number IFB 18-SW-020
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 16P410. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

[Signature]  Awarded this ___ day of _____________ 2017
Ginger Spencer, Public Works Director

[Signature]  Attest
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.
SOLICITATION TRANSPARENCY FORM - This form must be signed and submitted to the City and all questions must be answered or indicate N/A, or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

Rebecca Engberg

2. Contract Information

Solicitation # or Name: #18-SW-020 - Solid Waste 35-65-95 Gallon Containers - Requirements Contract

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

N/A

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

N/A

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

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

N/A

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

N/A

7. Disclosure of conflict of interest:

Solicitation Number IFB 18-SW-020

Page 51

Rev 1 3/2017 (JMK)
Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

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

☒ I am not aware of any conflict(s) of interest under City Code Section 43-34.
☐ I am aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

☒ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
☐ I am aware of the following conflict(s) of interest:

9. Acknowledgements

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

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

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

10. Fraud Prevention and Reporting Policy

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

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

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

<p>| Rajesh J. Luhan | CFO |</p>
<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>TITLE</th>
</tr>
</thead>
</table>

[Signature]

November 13, 2017

**Rehrig Pacific Company (Corporation)**

**COMPANY (CORPORATION, LLC, ETC.) NAME and DBA**
EXHIBIT A – Solid Waste Black Container Graphic Standards

<table>
<thead>
<tr>
<th>Container Type Graphics</th>
<th>32/35, 60/68, 90/96 Gallon Containers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type/Size</td>
</tr>
<tr>
<td></td>
<td>All bins three and half (3 ½) inches on sides, and in front.</td>
</tr>
<tr>
<td>CITY OF PHOENIX</td>
<td>All bins one (1) inch on sides, and in front.</td>
</tr>
<tr>
<td>602-262-7251</td>
<td>All lids, three fourths (3/4) on top</td>
</tr>
<tr>
<td>phoenix.gov/publicworks</td>
<td>All bins one (1) inch on sides, and in front.</td>
</tr>
<tr>
<td>Bar Code</td>
<td>All lids, one fourth (1/4) inch on top</td>
</tr>
<tr>
<td></td>
<td>All bins, One and one half (1 1/2) inches.</td>
</tr>
</tbody>
</table>

ITEMS NOT ALLOWED IN BLACK CONTAINER
HOT ASHES
ROCKS/DIIRT
CONSTRUCTION DEBRIS
CONCRETE
PAINT/CHEMICALS
AUTO PARTS
DEAD ANIMALS
HAZARDOUS MATERIALS

All bins, one half (1/2) inch for ‘Items Not’ and one fourth (1/4) inch for listed items

Bottom left side of lid.

ARTÍCULOS NO PERMITIDOS EN EL CONTENEDOR NEGRO
CENIZAS CALIENTES
PIEDRAS / TIERRA
MATERIAL DE CONSTRUCCIÓN
CONCRETO
PINTURA / PRODUCTOS QUÍMICOS
PARTES DE AUTO
ANIMALES MUERTOS
MATERIALES PELIGROSOS

All bins, one half (1/2) inch for ‘Items Not’ and one fourth (1/4) inch for listed items

Bottom right side of lid.

Bin Size
All bins/Three (3) inches

Front of container, centered, six (6) inches below the top lip of bin BEFORE MMYYMMMYY

MMYYMMMYY
All bins-warranty information, in month, year format of the manufactured date and the month and year warranty expiration date, one (1) inch

Directly after the bins size

Solicitation Number IFB 18-SW-020
<table>
<thead>
<tr>
<th><strong>DO NOT BLOCK BLOCKING VIOLATES CITY CODE</strong></th>
<th><strong>PLACE CONTAINERS 4 FEET APART</strong></th>
<th><strong>General Notes</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>All bins, one (1) inch for “DO NOT” and one half (1/2) inch for “BLOCKING VIOLATES”</td>
<td>All bins, one (1) inch</td>
<td>All dimensions are approximate</td>
</tr>
<tr>
<td>Back of container six (6) inches from handle</td>
<td>Back of container six (6) inches from handle</td>
<td></td>
</tr>
</tbody>
</table>

**General Notes**

All dimensions are approximate

![Diagram of containers](image-url)
### EXHIBIT B – Solid Waste Blue Container Graphic Standards

<table>
<thead>
<tr>
<th>Container Type Graphics</th>
<th>32/35, 60/68, 90/98 Gallon Containers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type/Size</td>
</tr>
<tr>
<td></td>
<td>Right end left sides of bin, one (1) inch below the lip of the bin, repeated on top of lid with Bird centered and on front of bin before ‘DO NOT BLOCK’</td>
</tr>
<tr>
<td>All bins three and half (3½) inches on sides, and in front. All lids, three (3) inches on top</td>
<td>Bin Location</td>
</tr>
<tr>
<td></td>
<td>Both sides container, to the right of the bird, and on the lid to the right of the bird</td>
</tr>
<tr>
<td>All bins three and half (3½) inches on sides, and in front. All lids, three (3) inches on top</td>
<td></td>
</tr>
<tr>
<td>All bins one (1) inch on sides, and in front. All lids, three fourths (3/4) on top</td>
<td></td>
</tr>
<tr>
<td>All bins one (1) inch on sides, and in front. All lids, one fourth (1/4) inch on top</td>
<td>Right and left sides of bin/center on lid, one half inch below the “CITY OF PHOENIX” repeat on top.</td>
</tr>
<tr>
<td>phoenix.gov/publicworks</td>
<td>Bar Code</td>
</tr>
<tr>
<td>All bins, One and one half (1 1/2) inches.</td>
<td>Left side two (2) inches below container lip</td>
</tr>
<tr>
<td>Bar Code</td>
<td></td>
</tr>
<tr>
<td><strong>ITEMS NOT ALLOWED IN BLUE CONTAINER</strong></td>
<td>All bins, one half (1/2) inch for 'Items Not' and one fourth (1/4) inch for listed items</td>
</tr>
<tr>
<td><strong>TRASH</strong></td>
<td>Bottom left side of lid.</td>
</tr>
<tr>
<td><strong>DIAPERS</strong></td>
<td>Bottom right side of lid.</td>
</tr>
<tr>
<td><strong>FOOD WASTE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GREEN WASTE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PLASTIC BAGS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ARTÍculos NO PERMITIDOS EN EL CONTENEDOR AZUL</strong></td>
<td>All bins, one half (1/2) inch for 'Items Not' and one fourth (1/4) inch for listed items</td>
</tr>
<tr>
<td><strong>BASURA</strong></td>
<td>Bottom right side of lid.</td>
</tr>
<tr>
<td><strong>PANALES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>RESIDUOS DE ALIMENTOS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>RESIDUOS ORGANICOS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BOLSAS DE PLASTICO</strong></td>
<td></td>
</tr>
<tr>
<td><strong>MMYYMMYY</strong></td>
<td>All bins-warranty information, in month, year format of the warranty expiration and the month and year manufactured, one (1) inch</td>
</tr>
<tr>
<td>Bin Size</td>
<td>Right side one (1) inch</td>
</tr>
<tr>
<td>MMYYMMYY</td>
<td>Directly after the bins size</td>
</tr>
<tr>
<td><strong>DO NOT BLOCK</strong>&lt;br&gt;BLOCKING VIOLATES CITY CODE</td>
<td>All bins, one (1) inch for &quot;DO NOT&quot; and one half (1/2) inch for &quot;BLOCKING VIOLATES&quot;</td>
</tr>
<tr>
<td><strong>PLACE CONTAINERS</strong>&lt;br&gt;4 FEET APART</td>
<td>All bins, one (1) inch</td>
</tr>
<tr>
<td>4'</td>
<td>All bins/ 3&quot;x10&quot;</td>
</tr>
</tbody>
</table>

**General Notes**<br>All dimensions are approximate
EXHIBIT C – Solid Waste Green Container Graphic Standards

<table>
<thead>
<tr>
<th>Container Type Graphics</th>
<th>32/35, 60/68, 90/96 Gallon Containers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type/Size</td>
</tr>
<tr>
<td></td>
<td>Bin Location</td>
</tr>
<tr>
<td>All bins three and half (3 ½) inches on sides, and in front.</td>
<td>Right and left sides of bin, one (1) inch below the lip of the bin, repeated on top of lid with Bird centered and on front of bin before “DO NOT BLOCK”</td>
</tr>
<tr>
<td>All lids, three (3) inches on top</td>
<td></td>
</tr>
<tr>
<td>All bins three and half (3 ½) inches on sides, and in front.</td>
<td>Right and Left sides of bin, to the right of the bird, and on the lid to the right of the bird</td>
</tr>
<tr>
<td>All lids, three (3) inches on top</td>
<td></td>
</tr>
<tr>
<td>CITY OF PHOENIX 602-262-7251</td>
<td></td>
</tr>
<tr>
<td>All bins one (1) inch on sides, and in front.</td>
<td>Right and Left sides of bin, one half inch below the bird and tree repeated on top of lid below the bird and tree</td>
</tr>
<tr>
<td>All lids, three fourths (3/4) on top</td>
<td></td>
</tr>
<tr>
<td>phoenix.gov/publicworks</td>
<td></td>
</tr>
<tr>
<td>All bins one (1) inch on sides, and in front.</td>
<td>Right and left sides of bin/center on lid, one half inch below the “CITY OF PHOENIX” repeat on top.</td>
</tr>
<tr>
<td>All lids, one fourth (1/4) inch on top</td>
<td></td>
</tr>
<tr>
<td>Bar Code</td>
<td></td>
</tr>
<tr>
<td>All bins, one and one half (1 1/2) inches.</td>
<td>Left side two (2) inches below container lip</td>
</tr>
</tbody>
</table>

ITEMS NOT ALLOWED IN GREEN CONTAINER
- PALM FRONDS
- Oleanders
- Pyracantha
- Recyclable materials
- Trash

ARTÍCULOS NO PERMITIDOS EN EL CONTENEDOR VERDE
- Frondas de la Palma
- Adefias
- Pyracantha
- Materials Reciclables
- Basura

All bins, one fourth (1/4) inches for “Items Not” and one eighth (1/8) inches for listed items

Bottom left side of lid.
### USE FOR UNBAGGED GREEN ORGANICS ONLY

<table>
<thead>
<tr>
<th>EMBOLSADOS</th>
<th>GRASS CLIPPINGS</th>
<th>TREE TRIMMINGS</th>
<th>LEAVES</th>
<th>VEGETATION</th>
<th>WEEDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>USO DE MATERIA ORGÁNICA VERDE SOLO NO</td>
<td>ALL bins, one fourth (1/4) inches for “Green Organics Only” and one eighth (1/8) inches for listed items</td>
<td>Bottom right side of lid.</td>
<td>All bins/ one (1) inch</td>
<td>Front of container, centered, six (6) inches below the top lip of bin directly in front of MMYYMMYY</td>
<td>All bins/ 3&quot;x10&quot;</td>
</tr>
<tr>
<td>MMYYMMYY</td>
<td></td>
<td>DO NOT BLOCK</td>
<td>BLOCKING VIOLATES CITY CODE</td>
<td>Place Containers 4 FEET APART</td>
<td>Back of container six (6) inches from handle</td>
</tr>
</tbody>
</table>

#### Diagram:
- **Right side**
- **Left side**
- **Front**
- **Back**
- **Lid**

General Notes:
- All dimensions are approximate.

Solicitation Number IFB 18-SW-020  
Page 59  
Rev 1 3/2/17 (JKK)
**CONTRACT AMENDMENT**

**Date:** 10/18/2018  
**Solicitation No.:** IFB 18-SW-020  
**SRM/SAP Contract:** 4701005463  
**City Clerk Contract No.:** 146810  
**Amendment No.:** 1

**Contractor Name:** Rehrig Pacific Company  
**Contractor E-mail:** BGust@rehrig.com

**Buyer Name:** Crystal Ramirez  
**Telephone No.:** 602-495-3606

**THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:**

Pursuant to Section II, Item 6, Contract Changes, the following is effective immediately:

**CHANGE - Procurement Officer - Contract Owner**  
From Ruby Lopez to Crystal Ramirez  
200 W. Washington St., 7th Floor  
Phoenix, AZ 85003  
Phone: 602-495-3606  
crystal.ramirez@phoenix.gov

**ADD - Section V - Revised Scope of Work, Item 3 Resin Weight, to include minimum resin weight:**  
95 Gallon Resin Weight - 32 pounds +/- 10%

**ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME**

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Public Works/Procurement

---

**Signature**

**Printed Name:** Brad Gust

**Title:** Sales Manager

**Date:** 10/18/18

---

Approved as to form this 9th day of January 2018. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Revised 01/2018
CONTRACT AMENDMENT

Date: 02/01/2019
Solicitation No.: IFB 18-SW-020
SRM/SAP Contract: 4701005463
City Clerk Contract No.: 146810
Amendment No.: 2

CITY OF PHOENIX
Public Works/Procurement
200 W. Washington St.
7th Floor
Phoenix, AZ 85003

Contract Title: Solid Waste 35-65-95 Gallon Containers
Contractor Name: Rehrig Pacific Company
OR Contact: Brad Gust
Contractor E-: BGust@rehrig.com

Buyer Name: Crystal Ramirez
Telephone No.: 602-495-3606
Buyer E-mail: crystal.ramirez@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

Under the Contract’s Special Terms and Conditions (Section III, Item 16), the contract term is extended from February 1, 2019 through January 31, 2020.

There are three option years remaining to exercise.

Under the Contracts Special Terms and Conditions (Section III, Item 2), the price for containers are increasing due to increase in raw materials.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Container Description</th>
<th>Current Unit Price</th>
<th>Unit Price Effective 02/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>90/96 gallon container</td>
<td>$43.76</td>
<td>$45.41</td>
</tr>
<tr>
<td>2.</td>
<td>60/68 gallon container</td>
<td>$39.47</td>
<td>$40.85</td>
</tr>
<tr>
<td>3.</td>
<td>48/52 gallon container</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4.</td>
<td>32/36 gallon container</td>
<td>$32.98</td>
<td>$33.92</td>
</tr>
</tbody>
</table>

ADD

SECTION V-REVISED SCOPE OF WORK - ITEM 4. DESIGN SPECIFICATIONS
2. COLOR - 35-65-95 Gallon Containers include ten. Color to be approved by the department.

SECTION V-REVISED SCOPE OF WORK - ITEM 10. RECYCLING OF OLD CONTAINERS
Rehrig Pacific will buyback old carts that are no longer covered under warranty and at the end of their useful life from the City of Phoenix. Credits will issued at the rate of $0.05 per pound for rotationally molded carts and $0.12 for HDPE carts. Rehrig Pacific will not accept cross-linked containers. The final weight will be determined solely by the resin weight of the manufacturer and will not include the wheels, axes or any material left in the container. Freight to our processing facility will be deducted from the total material value and a credit will be issued for the balance. The City will exercise a one-time use of the total credit at the beginning of the last month of the current contract year.

Example Credit Calculation
200 Rehrig Pacific 95s-33 lbs each @ $0.12 per pound = $782.00
200 Toter 95s-30 lbs each @ $0.05 per pound = $300.00

Freight to recycling facility = $250.00

TOTAL CREDIT DUE TO THE CITY OF PHOENIX = $842.00
SECTION V-REVISED SCOPE OF WORK – ITEM 11. REPORTING REQUIREMENTS – Contractor to provide data per the requirements below:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement 1</td>
<td>Contractor will provide the City with a weekly data file for all containers delivered.</td>
</tr>
<tr>
<td>Requirement 2</td>
<td>All data files will be sent as a text file</td>
</tr>
<tr>
<td>Requirement 3</td>
<td>Requirement 3 – Method for sending data files is FTP, if Vendor is unable to send data file via FTP the Vendor will send the data file to <a href="mailto:public.works.helpdesk.pac@phoenix.gov">public.works.helpdesk.pac@phoenix.gov</a>.</td>
</tr>
</tbody>
</table>
| Requirement 4 | The data will contain the following:  
  - Container serial number  
  - Container manufacture date  
  - Unique identifier on returning warranty containers  
  - Unique identifier will be a "W" |

REVISE

SECTION V-REVISED SCOPE OF WORK – ITEM 5. Graphic on Container and/or Lid IN MOLD LABELING (IML) – IMLs will be adhered to recycling containers for 65 and 95-gallon containers. The minimum order quantity for IMLs is a truckload – 65 Gal. Containers = 648, 65 gal. Containers = 702. – See EXHIBIT D for Approved In Mold Label. (Attached)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Size</th>
<th>Unit Price Effective 01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Large IML</td>
<td>14.5&quot; X 9.5&quot;</td>
<td>$3.05</td>
</tr>
<tr>
<td>6.</td>
<td>Standard IML</td>
<td>12&quot; X 8&quot;</td>
<td>$1.85</td>
</tr>
</tbody>
</table>

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Public Works/Procurement

Signature

[Signature]

Printed Name

[Printed Name]

Title

Regional Manager

Date: 01/03/2019

Approved as to form this 6th day of January 2018. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
REHRIG PACIFIC COMPANY

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the City of Phoenix Contract No. 146810, the Contractor will provide residential refuse and recycling containers on an as needed basis.
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
REHRIG PACIFIC COMPANY

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

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

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $1,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Phoenix Contract, No. 146810, for residential refuse and recycling containers on an as needed basis.