



**CITY OF PHOENIX**

**PUBLIC WORKS DEPARTMENT**

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**INVITATION FOR BID**

**IFB 23-SW-019 (CR)**

**GEOSYNTHETIC LINER PURCHASE FOR SR85 LANDFILL CELL 2 -  
REQUIREMENTS CONTRACT**



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## SECTION I - INSTRUCTIONS

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**Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.**

### **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, solicitation title and the offer opening date.

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



# SECTION I - INSTRUCTIONS

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## 1. DESCRIPTION – STATEMENT OF NEED - TERM:

- 1.1. The City of Phoenix invites sealed offers for **Geosynthetic Liner Purchase for SR85 Landfill Cell 2** for a three-year period commencing on or about November 1, 2022 with two (2) options to extend the term for one (1) year each, which may be exercised at the sole discretion of the City of Phoenix.
- 1.2. The City of Phoenix is currently undergoing design and construction of Cell 2 Phases 1 and 2 at the SR85 Landfill. This project (phases 1 and 2) will consist of approximately 2,522,700 sq. ft. of total project area.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

## 2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

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

## 3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Solicitation Issue Date	<b>Thursday, August 4, 2022</b>	n/a
Pre-Offer Conference	<b>Tuesday, August 16, 2022, 1:00 pm</b>	The public will be able to call the WebEx phone number noted below and listen to the Pre-Offer meeting live:  Join by phone +1-415-655-0001 US Toll Access code: 2493 549 6333
Written Inquiries Due Date	<b>Friday, August 19, 2022, 10:00 am</b>	Crystal.ramirez@phoenix.gov
Offer Due Date	<b>Wednesday, September 7, 2022, 11:00 am</b>	<b>See SECTION I – INSTRUCTIONS, Item 12, SUBMISSION OF OFFER</b>  The public will be able to call the WebEx phone number noted



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		<p>below and listen to the Bid Opening meeting live:</p> <p>Join by phone +1-415-655-0001 US Toll</p> <p>Access code: 146 126 2717</p>
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The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

**4. PREPARATION OF OFFER:**

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



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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. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. 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 Department, Administrative Services, 200 W. Washington St, 7<sup>th</sup> Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

### 6. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer. See Inquiries and Schedule of Events.

### 7. 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 city council awards the contract. 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.

### 8. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes 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.



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### 9. BUSINESS IN ARIZONA:

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

### 10. LICENSES:

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

### 11. CERTIFICATION:

By signature in the offer section of the Offer and Acceptance page(s), 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.

### 12. SUBMISSION OF OFFER:

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

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

**12.1 For Electronic Submittal:** Please submit your response via email to [pwd.solicitations@phoenix.gov](mailto:pwd.solicitations@phoenix.gov). The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

**Please **DO NOT** submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.**



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**12.2 For In-Person and Carrier Delivery:** Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1<sup>st</sup> floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

**12.2.1 Delivery of Offers:** If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

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

### 13. WITHDRAWAL OF OFFER:

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

### 14. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may 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://solicitations.phoenix.gov/Awards> 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 reviewed the offers, the City will post an award recommendation on the website. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

### 15. AWARD OF CONTRACT:

**15.1** Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

**15.2** Factors that may be considered by the City include:





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- 15.3 Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- 15.4 Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- 15.5 Safety record, including complaints or investigations; and,
- 15.6 Offeror history of complaints, and termination for convenience or cause, litigation or lawsuits.
- 15.7 Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- 15.8 A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

### **16. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein 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 of Phoenix or any court.

### **17. SOLICITATION TRANSPARENCY POLICY:**

- 17.1. 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
- 17.2. 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.



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- 17.3.** 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.
- 17.4.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 17.5.** 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. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 17.6.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will 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.

### **18. PROTEST PROCESS:**

- 18.1.** 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.
- 18.2.** 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.



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- 18.3.** 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.
- 18.4.** 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 on the City's website to award the contract(s) to an Offeror(s). 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.
- 18.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- 18.5.1. Identification of the solicitation number;
  - 18.5.2. The name, address and telephone number of the protester;
  - 18.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - 18.5.4. The form of relief requested; and
  - 18.5.5. The signature of the protester or its authorized representative.
- 18.6.** The Procurement Officer will render a written decision within a reasonable period 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 any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

### **19. 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



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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.

### **20. LATE OFFERS:**

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 late.

### **21. 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.

### **22. 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.

### **23. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

- 23.1.** Offers will be reviewed for documentation of any required qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 23.2.** 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 will render an Offer nonresponsive.
- 23.3.** 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.



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**24. 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.



SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, 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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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
- “Buyer” or “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 Contractor, and responsible for monitoring and overseeing the Contractor'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 Contractor.
- “Days”** Means calendar days unless otherwise specified.
- “Deputy Finance 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



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subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor 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), Request for Qualifications (RFQu) and request for sealed bids, 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, bids 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:

- 2.2.1. Federal terms and conditions, if any
- 2.2.2. Special terms and conditions
- 2.2.3. Standard terms and conditions
- 2.2.4. Amendments
- 2.2.5. Statement or scope of work
- 2.2.6. Specifications
- 2.2.7. Attachments
- 2.2.8. Exhibits
- 2.2.9. Instructions to Contractors
- 2.2.10. Other documents referenced or included in the Solicitation



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- 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 five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- 3.2. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

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.

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

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

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



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organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

3.3.2 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.

**3.4. 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:

3.4.1. 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.

3.4.2. 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.

3.4.3. 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.

**3.5. 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:

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

3.5.2. 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



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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).

- 3.6. 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.

- 3.7. 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
- 3.8. 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.
- 3.9. 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.

#### 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.



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- 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, unless addressed specifically in the Scope of work for subscription services.
- 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, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.
- 5. CONTRACT CHANGES:**
- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- 5.2. ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of



## SECTION II – STANDARD TERMS AND CONDITIONS

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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.

**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 project manager.

**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.



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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.** 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 bid 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



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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 to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, 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;



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- 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 give the City a positive indication that Contractor will not or cannot 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 and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. 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 offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer 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, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

### 10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will 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, and require the same of all subcontractors.

### 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





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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.

**12. NO ISRAEL BOYCOTT:**

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.



**SECTION III – SPECIAL TERMS & CONDITIONS**

- 1. SHIPPING:** Prices quoted shall be delivered, as required, to the following point(s):  
**State Route 85 Landfill**  
**28361 W. Patterson Road**  
**Buckeye, AZ 85326**

Freight charges are to be pre-approved by the City and will be paid as a pass-through cost only.

- 2. PRICE:** All prices submitted shall be firm and fixed for the one year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.  
The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.
- 3. METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
- 4. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Applicable tax
  - Invoice number and date.
  - Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address
- 5. METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.



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6. **PARTIAL PAYMENTS:** Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.
7. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
8. **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 the 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,
9. **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 Deputy Finance Director or Department Director prior to the institution of the change.
10. **PERFORMANCE INTERFERENCE:** Contractor shall 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: Doug Sawyer, Engineering Supervisor

Phone: 602-534-1157

11. **COOPERATIVE AGREEMENT:** In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

A current listing of eligible entities may be found at [www.mesaaz.gov/business/purchasing/save](http://www.mesaaz.gov/business/purchasing/save) Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole



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responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

12. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
13. **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.
14. **DELIVERY:** All deliveries shall be made between the hours of 3:00 a.m. and 4:00 p.m. p.m., local time, Monday through Friday. Saturday delivery, 3:00 a.m. and 1:30 p.m., excluding City holidays.
15. **DELIVERY/SERVICE TICKET:** Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:
  - Date
  - City purchase order number
  - Written description of services which were provided
  - Itemized list of materials which were delivered, including quantity
  - A unique identification number and Contractor name
  - Signature of City employee who accepted for the materials/services
16. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will be paid as a pass-thru cost only, and must be pre-approved by the City.
17. **DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.
18. **EVALUATION LITERATURE:** Bids submitted for products considered by the Contractor to be equal or better than the products specified herein must be submitted with technical literature and/or product brochures for the City's use to evaluate the offered products. Complete specifications, literature, illustrations, blueprints, photos etc. describing the



## SECTION III – SPECIAL TERMS AND CONDITIONS

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offered product shall be included with the Offer. Contractor shall indicate any variation between the product offered and the literature submitted.

- 19. INDUSTRY STANDARDS:** It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term “heavy duty” if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the Public Works Department, Doug Sawyer, Engineering Supervisor, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the Offer opening due date.

- 20. INSPECTION AND ACCEPTANCE:** Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.
- 21. INVENTORY LEVELS:** Contractor’s inventory levels of the items may be a factor in the City’s award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City’s requirement. Failure to supply sufficient support may result in cancellation of the contract.
- 22. PRODUCT DISCONTINUANCE:** The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:



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

**23. SUBSTITUTION OF SPECIFIED ITEMS:** Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words “or equal”. The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.



SECTION IV – INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. VENDOR’S INSURANCE:

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

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

2.1. SCOPE AND LIMITS OF INSURANCE: Vendor 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 liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The Vendor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**2.1.2. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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**2.1.3. Worker’s Compensation and Employers’ Liability**

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

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

**2.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **Public Works, Procurement Officer, 200 W. Washington St., 7<sup>th</sup> Floor, Phoenix, AZ 85003.**

**2.3. 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 required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

**2.4. VERIFICATION OF COVERAGE:** Vendor 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





## SECTION IV – INSURANCE AND INDEMNIFICATION

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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 **Public Works, Procurement Officer, 200 W. Washington St., 7th Floor, Phoenix, AZ 85003**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete 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.**

- 2.5. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



## SECTION V – SCOPE OF WORK

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### SECTION V – SCOPE

#### 1. GENERAL

The City of Phoenix is currently undergoing design and construction of Cell 2 Phases 1 and 2 at the SR85 Landfill. This project (phases 1 and 2) will consist of approximately 2,522,700 sq. ft. of total project area. The geosynthetic liner supply will be purchased separate from the earthwork and installation aspect of the project through this solicitation. The scope below outlines requirements of the liner SUPPLIER that will assist the CITY in completing Cell 2 at the SR85 Landfill.

#### 2. ESTIMATED LINER MATERIAL QUANTITY BY MATERIAL TYPE:

<i>Description</i>	<i>Per Liner Phase</i>	
	<i>C2-1</i>	<i>C2-2</i>
60 mil DT HDPE flexible membrane liner (FML)	1,232,791	1,384,146
Geosynthetic Clay Liner (GCL)	1,221,271	1,370,526
Drainage geocomposite Double sided (10 oz non-woven, 250 mil geonet)	971,850	1,281,100
Geotextile, 12oz non-woven		

#### 3. DEFINITIONS AND STANDARDS

**Double Sided Textured (60-Mil):** Geomembrane with roughened, high friction surfaces created by co-extrusion, impingement, lamination, or other approved methods to create double sided texturing. Cell 2 will use textured liner on the floor and slopes. The stipples or roughness increases the friction between the layers and protects the whole liner from slipping down the slope when the garbage is placed.

**Geotextile Material:** Is a permeable textile material used to increase soil stability, provide erosion control or aid in drainage. Geotextiles are either needle punched (non-woven) or woven. The needle punch product is fluffy and thicker. It provides good filtering. The woven is thinner and shiny. It is also used for filtering and protecting other system components. Geotextiles are only used within the leachate trenches.

**Geosynthetic Clay Liner (GCL) Material:** two nonwoven (needle punched) geotextiles with sodium bentonite clay sealed between them. GCL helps seal around penetrations, self-heal punctures, and self-seam at the overlaps.

**Geocomposite:** geocomposite is a drainage layer (mesh like) located between two pieces of geotextile. The geotextile is used to filter out small particulates from getting into the drainage layer or the leachate pipes.

**Supplier:** the term “SUPPLIER” is the awarded contractor that will be manufacturing and furnishing materials to the City of Phoenix (“CITY”) specified within this agreement.



## SECTION V – SCOPE OF WORK

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### 4. REFERENCE STANDARDS:

<b>Standard</b>	<b>Descriptive Title</b>
GRI GC7	Geosynthetic Research Institute (GRI) Test Method GC7, "Determination of Adhesion and Bond Strength of Geocomposites".
ASTM D4218	Standard Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique
ASTM D1004	Standard Test Method of Initial Tear Resistance of Plastic Film and Sheeting
ASTM D1505	Standard Test Method for Density of Plastics by the Density-Gradient Technique
ASTM D1603	Standard Test Method for Carbon Black in Olefin plastics
ASTM D2216	Standard Test Method for Laboratory Determination of Waste (Moisture) Content of Soil and Rock
ASTM D4355	Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D4491	Standard Test Method for Water Permeability of Geotextiles by Permittivity
ASTM D4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
ASTM D4716	Standard Test Method for Determining the (In-Phase) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
ASTM D4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile
ASTM D4833	Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related products
ASTM D5261	Standard Test Method for Measuring Mass Per Unit Area of Geotextiles
ASTM D5321	Standard Test Method for Determining the Coefficient of Soil and Geosynthetic and Geosynthetic Friction by the Direct Shear Method
ASTM D5397	Standard Test Method for Evaluation of Stress Crack Resistance of Polyolefin Geomembranes Using Notched Constant Tensile Load Test
ASTM D5596	Standard Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
ASTM D5887	Standard Test Method for Measurement of Index Flux Through Saturated Geosynthetic Clay Liner Specimens Using a Flexible Wall Permeameter
ASTM D5890	Standard Test Method for Swell index of clay mineral component of Geosynthetic Clay Liners
ASTM D5891	Standard Test Method for Fluid Loss of Clay Component of Geosynthetic Clay Liners



## SECTION V – SCOPE OF WORK

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- ASTM D5993 Standard Test Method for Measuring Mass Per unit of Geosynthetic Clay liners
- ASTM D5994 Standard Test Method for Measuring Core Thickness of Textured Geomembrane
- ASTM D6243 Standard Test Method for Determining the Internal and Interface Shear Resistance of Geosynthetic Clay Liner by the Direct Shear Method
- ASTM D6496 Standard Test Method for Determining Average Bonding Peel Strength Between Top and Bottom Layers of Needle-Punched Geosynthetic Clay Liners
- ASTM D6693 Standard Test Method for Determining Tensile Properties of Nonreinforced Polyethylene and nonreinforced flexible polypropylene Geomembranes.
- ASTM D6768 Standard test method establishes the procedures for the measurement of tensile strength of Geosynthetic Clay Liner
- ASTM D792 Standard test method for the determination of the specific gravity (relative density) and density of solid plastics in the form of sheets, rods, tubes, or molded items.
- ASTM F904 Standard Test Method for comparison of bond strength or Ply Adhesion of Similar Laminates Made from Flexible Materials

### 5. GEOSYNTHETIC SUPPLER

#### 5.1 GENERAL

The SUPPLER shall supply all stock geosynthetic materials to the CITY in accordance with the Product and Quality Control Sections of this RFP.

The SUPPLER shall be prepared to provide conformance testing submittals of all geosynthetic materials and all other SUPPLIER documentation pertaining to storage, in-ground durability, sampling and all other industry standards related to geosynthetics to be used within the landfill liner system prior to material shipment. Conformance testing will be at the expense of the SUPPLER and where specifically required, must be performed by an independent testing firm.

The SUPPLER may use certificates of compliance for certain materials and products in lieu of the specified sampling and testing procedures. Submit certificates required to demonstrate proof of compliance of materials with specification requirements with each lot of material delivered to the site prior to delivery.

#### 5.2 RESPONSIBILITY

The SUPPLER shall exercise care around the geosynthetic materials and shall be held responsible for any damages to the materials incurred prior to and during the transportation to the site. Material should be delivered by means most economical. For example, van trailers can be utilized for geotextile rolls instead of flatbed trailers. The SUPPLIER will not be responsible for unloading the trucks at the landfill.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

The SUPPLIER shall be responsible for the production and delivery of geosynthetic rolls and shall be a firm with more than two years' experience in the manufacture of geosynthetic liner. The SUPPLIER will be required to submit the following information to the CITY:

- a. SUPPLIER'S background information.
- b. Samples with certified minimum property values of the proposed geosynthetics and the tests used to determine those properties.
- c. Production capacity available and projected delivery dates for this project.
- d. A list of five completed facilities within the last two years where similar geosynthetics is used including facility information, date of installation, quantity, owner, and installer

SUPPLIER quality control certificates for each batch of geosynthetics. The certificates shall be signed by responsible parties employed by the SUPPLIER (such as the production manager), and notarized. The quality control certificate shall include:

- a. Lot, batch, or roll numbers and identification;
- b. Sampling procedures;
- c. Results of quality control tests, including a description of test methods used; and
- d. Statement certifying that the minimum values of the specifications are met.

## 6. GEOSYNTHETIC PRODUCTS

### 6.1 GEOTEXTILE

The geotextile materials shall be a 12-oz nonwoven needle punched material consisting of continuous filaments or multifilament yarns formed into a stable network. The geotextile material shall be nonbiodegradable, and nonreactive within a pH range of three to eleven.

The geotextile SUPPLIER shall furnish materials whose Minimum Average Roll Values (MARV) meet or exceed the criteria specified within the specifications in Table 01410-3. The SUPPLIER shall provide test results for these procedures, as well as a certification that the material properties meet or exceed the specified values. The geotextile materials provided by the SUPPLIER shall be stock products. The SUPPLIER shall not furnish products specifically manufactured to meet the specifications of this project unless authorized by the CITY.

MARVs shall be based on SUPPLIER data and shall be calculated as the mean value of the property of interest minus two standard deviations for a defined population of results, as appropriate. Where material properties vary among the machine and cross-machine directions, the MARV shall apply to the direction providing the lowest value (when a minimum is specified) or the highest value (when a maximum value is specified).

In addition to the property values listed in Table 01410-3, the geotextile materials shall retain their structure during handling, placement, and long-term service.



## SECTION V – SCOPE OF WORK

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The SUPPLIER shall supply documentation demonstrating the in-ground durability of the proposed geotextile. This documentation shall be submitted to the CITY 21 days prior to the start of construction, unless otherwise approved by the CITY. Approval of the geotextile products based on the documentation is at the discretion of the CITY.

### 6.2 GEOCOMPOSITE

Geocomposite Drainage Layer shall be a double sided 10 oz non-woven geotextile heat bonded to a 250 mil biplanar geonet. The SUPPLIER shall supply all stock geocomposite drainage layer materials to the CITY of Phoenix in accordance with the specifications.

The SUPPLIER shall be prepared to provide conformance testing submittals of all geocomposite drainage layer materials and all other manufacturer documentation pertaining to storage, in-ground durability, sampling and all other industry standards related to geocomposite drainage layer to be used within the landfill liner system prior to material shipment.

The SUPPLIER shall submit to the CITY in writing the following documentation on the raw materials used to manufacture the geocomposite prior to transporting any geocomposite to the project site:

- a. Copies of quality control certificates issued by the resin supplier including production dates of the resin used to produce the geonet core portion of the geocomposite.
- b. Results of tests conducted by the geonet supplier to verify the quality of the resin used to manufacture the geonet core of the geocomposite assigned to the Project.
- c. Certification that no reclaimed polymer is added to the resin during the manufacture of the geocomposite drainage layers to be used in this Project.

The SUPPLIER shall submit copies of quality control certificates issued by the geotextile SUPPLIER. The certificate should include the following:

- a. Roll number, production date and material type;
- b. Sampling procedures; and
- c. Results of quality control tests, including descriptions of test methods used.

The geotextile shall meet the requirements of Table 01410-5.

The SUPPLIER shall submit to the CITY information on geocomposite production. SUPPLIER quality control certificates for each shift's production, signed by responsible parties employed by the SUPPLIER (such as the production manager) and notarized. The quality control certificate shall include:

- a. Roll numbers, product identification and material type;
- b. Sampling procedures; and



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- c. Results of quality control tests on both the geonet and the finished geocomposite, including identification of test methods used.

The SUPPLIER shall furnish geocomposite having properties that comply with the required property values shown in Table 01410-5. The SUPPLIER shall provide test results for these procedures, as well as certification that the materials meet or exceed the specified values.

The SUPPLIER shall supply documentation demonstrating the in-ground durability of the proposed geocomposite. This documentation shall be submitted to the CITY 21 days prior shipment, unless otherwise approved by the CITY.

### 6.3 GEOMEMBRANE

The geomembrane liner shall be made of 60-mil textured, double sided high-density polyethylene (HDPE) and shall meet, at a minimum, the standards included in Table 01410-10. The method and degree of texturing shall be approved by the CITY. The texturing shall be consistent among rolls and consistent with the samples approved and provided by the SUPPLIER. The chemical resistance of the geomembrane liner and seams shall be in keeping with typical properties of high-quality polyethylene products currently available through commercial sources. No reclaimed material (that is, material that has seen previous service) shall be allowed in the geomembrane liner product. Up to 5 percent (by weight) clean, uncontaminated regrind material (that is, material of the same formulation as the proposed material and that has been previously processed by the same Manufacturer, but has never seen previous service) shall be allowed in the geomembrane sheet if approved by the CITY. The CITY's approval shall not be unreasonably withheld if the SUPPLIER can demonstrate compliance with these Specifications. Regrind material, made of the same resin as the geomembrane liner, from sheet failing the physical properties of the liner or resin as specified herein is prohibited unless mutually agreed. The geomembrane shall be free of pinholes and reasonably free from surface blemishes, scratches and other defects as judged by the CITY. If damages are deemed unreasonable, the SUPPLIER will be responsible for replacing the material at no addition cost to the CITY.

The SUPPLIER shall be prepared to provide conformance testing submittals of all HDPE geomembrane liner and all other manufacturer documentation pertaining to storage, in-ground durability, sampling and all other industry standards related to HDPE geomembrane liner to be used within the landfill liner system prior to material shipment.

The SUPPLIER shall submit to the CITY in writing the following documentation on the raw materials used to manufacture the geomembrane prior to transporting any material to the project site:

- a. Copies of quality control certificates issued by the resin SUPPLIER including production dates of the resin used to produce the geomembrane.
- b. Results of tests conducted by the geomembrane SUPPLIER to verify the quality of the resin used to manufacture the geomembrane assigned to the Project.

The SUPPLIER shall submit to the CITY information on geomembrane production. SUPPLIER quality control certificates for each shift's production, signed by responsible parties employed by



## SECTION V – SCOPE OF WORK

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the SUPPLIER (such as the production manager) and notarized. The quality control certificate shall include:

- a. Roll numbers, product identification and material type;
- b. Sampling procedures; and
- c. Results of quality control tests on the finished geomembrane, including identification of test methods used.

The SUPPLIER shall perform the tests at the frequencies given in Table 01410-11 on the HDPE geomembrane prior to shipping material to the site. Test results shall be submitted to the CITY prior to shipping the geomembrane rolls, unless otherwise approved by the CITY.

### 6.4 GEOSYNTHETIC CLAY LINER

The SUPPLIER shall supply GCLs having properties that comply with the properties described and as shown in Table 01410-13. The pre-qualified products shall have the following properties:

- a. The hydraulic conductivity (permeability) of the GCL shall be no greater than  $5.0 \times 10^{-9}$  cm/sec, when measured in a flexible wall permeameter, under an effective confining stress of 5 psi.
- b. The GCL shall have a minimum width of 12 feet.
- c. The bentonite used to fabricate the GCL shall be tested for the following properties:
  1. Swell index; and
  2. Fluid loss.

The SUPPLIER shall certify the rate at which bentonite has been applied to the geotextile. The SUPPLIER shall submit the results of the GCL testing prior to delivery to the project site. The GCL shall be tested in accordance with Table 01410-14.

### 6.5 PACKING, LABELING AND TRANSPORTATION

The GCL, GEOCOMPOSITE, and GEOTEXTILE shall be supplied in rolls wrapped in relatively impermeable and opaque protective covers and marked or tagged with the following information:

- a. Manufacturer's name;
- b. Material type;
- c. Lot or batch number;
- d. Roll number; and
- e. Roll dimensions.

The HDPE GEOMEMBRANE liner shall be shipped rolled and marked or tagged with the following information:

- a. Manufacturer's name;
- b. Material type;
- c. Lot or batch number;





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- d. Roll number; and
- e. Roll dimensions.

Transportation of GEOSYNTHETICS shall be the responsibility of the SUPPLIER. The SUPPLIER shall be liable for all damages to the materials incurred prior to and during transportation to the site.

### 7. QUALITY CONTROL

#### 7.1 GEOMEMBRANE

All geomembrane liner shall be tested and evaluated prior to acceptance. In general, testing of the liner shall be conducted by the SUPPLIER. The CITY or a designated, independent geosynthetics laboratory may perform additional testing, as required by the project Specifications or as required in the judgment of the CITY to verify that the geomembrane liner meet the Specifications. The SUPPLIER shall be required to submit his Quality Control program to the CITY prior to initiating fieldwork. As a minimum, the SUPPLIER shall perform the tests at the frequencies given in Table 01410-11 on the HDPE geomembrane prior to shipping the material to the site.

#### 7.2 GEOSYNTHETIC CLAY LINER (GCL)

The GCL shall be subject to quality control testing to assure that the materials provided meets the minimum requirements:

- a. The SUPPLIER shall verify that the surrounding geotextile meets the corresponding manufacture's specification for that product.
- b. If a needle-punched non-woven GCL is used, the SUPPLIER shall verify that the geotextile has been continuously inspected for the presence of broken needles using an in-line metal detector and that all detected needles were removed.
- c. The SUPPLIER shall verify the proper mass per unit area of bentonite has been added to the product.
- d. All materials shall be tested in accordance with the SUPPLIER's quality control program. This testing shall be performed by the SUPPLIER. Samples not satisfying the SUPPLIER's specifications shall result in the rejection of the applicable rolls. At the SUPPLIER's discretion and expense, additional testing of individual rolls may be performed to more closely identify the non-complying rolls and/or to qualify individual rolls.
- e. The SUPPLIER shall certify the quality of the rolls. The quality control certificate shall include:
  - 1) Roll numbers and identification;
  - 2) Sampling procedures; and
  - 3) Results of all quality control tests, including an identification of test methods used.



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### 7.3 GEOCOMPOSITE

The geocomposite shall be subject to quality control testing to assure that the materials provided meets the minimum requirements:

- a. The geocomposite shall be manufactured with quality control procedures that meet generally accepted Industry Standards.
- b. The geocomposite SUPPLIER shall sample and test the geocomposite to demonstrate that the material conforms to the requirements of the project.
- c. Any geocomposite sample that does not comply with the specifications shall result in rejection of the roll from which the sample was obtained. The SUPPLIER shall replace any rejected rolls at no additional cost to the CITY.
- d. If a geocomposite sample fails to meet the quality control requirements of the specifications, the geocomposite SUPPLIER shall sample and test each roll manufactured in the same lot or batch, or at the same time, as the failing roll. Sampling and testing of rolls shall continue until a pattern of acceptable test results is established.
- e. Additional sample testing may be performed, at the geocomposite SUPPLIER discretion and expense, to more closely identify any non-complying rolls and/or to qualify individual rolls.
- f. Sampling shall, in general, be performed on sacrificial portions of the Geonet material such that repair is not required. The geocomposite SUPPLIER shall sample and test the geocomposite at the frequencies presented in the geocomposite SUPPLIER's Quality Control Plan. In addition, the SUPPLIER shall ensure that tests are performed at the frequencies shown in Table 01410-6 to demonstrate that its properties conform to the values specified in Table 01410-5.

### 7.4 GEOTEXTILE

The geotextile shall be subject to quality control testing to assure that the materials provided meets the minimum requirements:

- a. Sampling shall, in general, be performed on sacrificial portions of the material such that repair of the material is not required.
- b. Samples that do not meet the specified properties shall result in rejection of the applicable rolls at no cost to the CITY.
- c. At the SUPPLIER's discretion and expense, additional testing of individual rolls may be performed to more closely identify the non-complying rolls and/or to qualify individual rolls.
- d. The SUPPLIER shall sample and test the geotextile material, at minimum frequencies specified in Table 01410-4 to demonstrate that the material conforms to the requirements in Table 01410-3.



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**TESTING REQUIREMENTS**

**TABLE 01410-3  
NONWOVEN GEOTEXTILE  
REQUIRED CONFORMANCE TESTING  
PRIOR TO DELIVERY**

<b>Properties and Requirements<sup>(3)</sup></b>	<b>Qualifier</b>	<b>Units</b>	<b>Specified Values<sup>(1)</sup></b>	<b>Test Method</b>
Mass Per Unit Area	MARV	oz/sy	12.0	ASTM D5261
AOS	MARV	Sieve No.	100	ASTM D4751
Permeability	MARV	cm/sec	0.30	ASTM D4491
Grab Strength <sup>(2)</sup>	MARV	lbs	300	ASTM D4632
Puncture Strength	MARV	lbs	180	ASTM D4833
UV Resistance	MARV	% retained after 500 hr.	70	ASTM D4355

- (1) All values represent minimum average roll values (i.e., any roll in a lot should meet or exceed the values in this table).
- (2) Measured in weaker principal direction.
- (3) Minimum of 1 test for each 100,000 square feet installed. At least three tests per Project shall be completed for each property indicated in this table with the exception for UV Resistance, which will be tested once per project per product type.



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**TABLE 01410-4  
REQUIRED CONFORMANCE TESTING FREQUENCY  
PRIOR TO DELIVERY  
NONWOVEN GEOTEXTILE**

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>MINIMUM FREQUENCY<sup>(1)</sup></b>
Apparent Opening Size	D4751	1 per production lot (filter geotextiles only)
Mass Per Unit Area	D3776	Every 100,000 ft <sup>2</sup>
Grab Strength	D4632	Every 100,000 ft <sup>2</sup>
Permeability	D4491	1 per Project
Puncture Resistance	D3787	Every 100,000 ft <sup>2</sup>
U.V. Resistance	D4355	1 per Project

**NOTE:**

(1) At least three tests shall be completed for each property indicated in Table 01410-4.



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TABLE 01410-5
DOUBLE-SIDED GEOCOMPOSITE (250 MIL)
REQUIRED CONFORMANCE TESTING
PRIOR TO DELIVERY

Table with 5 columns: PROPERTIES AND REQUIREMENTS(5), QUALIFIER, UNITS, SPECIFIED VALUES(1), TEST METHOD. Rows include GEONET COMPONENT (Geonet Density, Carbon Black Content, Design Transmissivity), GEOTEXTILE COMPONENT (Mass Per Unit Area, Apparent Opening Size, Permeability, Grab Strength, Puncture Strength, UV Resistance), and GEOCOMPOSITE (Peel Strength).

NOTES:

- (1) All values represent minimum average roll values unless otherwise indicated.
(2) Measured in weaker principal direction.
(3) The design transmissivity is the transmissivity of the geonet drainage layer as follows: Boundary Conditions: Water at 70° F between Stainless Steel Plates, Normal Load: 10,000 psf, Gradient: 0.1, Seat Time: 15 minutes
(4) The average of the peak for five coupons taken across the roll width must meet or exceed the specified requirement. For double-sided composite, both sides must be tested and reported separately and both sides must comply with the requirement.



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- (5) The CONTRACTOR shall perform the above tests at a minimum frequency of 1/100,000 sf or at least three per Project.

**TABLE 01410-10  
REQUIRED PHYSICAL PROPERTIES OF  
HDPE GEOMEMBRANE LINER  
PRIOR TO DELIVERY**

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>60-MIL TEXTURED</b>
Thickness*, mil	ASTM D5199 (smooth) ASTM D5994 (textured)	54/60
Minimum Sheet Density, g/cm <sup>3</sup>	ASTM D792 or D1505	0.940
Minimum Tensile Properties (each direction)	ASTM D6693	
Strength at Yield, lbs/in Elongation at Yield, %	GL = 1.3 in	126 12
Strength at Break, lbs/in Elongation at Break, %	GL = 2.0 in	90 150
Minimum Tear Resistance, lbs	ASTM D1004	42
Single-point Notched Constant Tensile Load Time to Failure, hrs, minimum (resin or smooth sheet)	ASTM D5397	400
Minimum Puncture Resistance, lbs	ASTM D4833	90
Carbon Black Content, Allowable Range in %	ASTM D1603 or D4218	2.0-3.0
Carbon Black Dispersion	ASTM D5596	9 of 10 in Categories 1 or 2; 10 of 10 in Categories 1, 2, or 3
Minimum Peel Strength, lbs/in	ASTM D6392	78



**SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX**

Minimum Shear Strength, lbs/in	ASTM D6392	120
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\*First value represents lowest individual value; second value represents average across roll.

**TABLE 01410-11  
60 MIL HDPE DOUBLE-SIDED TEXTURED  
GEOMEMBRANE LINER  
REQUIRED CONFORMANCE TESTING FREQUENCY  
PRIOR TO DELIVERY**

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>MINIMUM FREQUENCY</b>
Thickness	ASTM D5994 (textured)	Each Roll
Tensile Properties	ASTM D6693	Every Fifth Roll
Sheet Density	ASTM D1505	Every Tenth Roll
Carbon Black Content	ASTM D4218	Every Tenth Roll
Carbon Black Dispersion	ASTM D5596	Every Tenth Roll
Tear Resistance	ASTM D1004	Every Fifth Roll
Puncture Resistance	ASTM D4833	Every Fifth Roll
Single Point Notched Constant Tensile Load Test on Representative Smooth Sheet of same resin lot	ASTM D5397	Every 180,000 lbs (81.6 Mg) of Resin*
Coefficient of Friction	ASTM D5321 (for geosynthetic to geosynthetic) and ASTM D6243 (for geosynthetic to soil and GCL interfaces) (Detailed test conditions specified by the CITY)	Once per critical interface, unless waived by the CITY



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

**TABLE 01410-13  
 PROPERTIES FOR GEOSYNTHETIC CLAY LINER  
 PRIOR TO DELIVERY**

TEST	TEST DESIGNATION <sup>(1)</sup>	REQUIREMENT										
<u>Bentonite</u> Moisture Content	ASTM D2216	<28% when installed for geomembrane-backed GCL <40% when installed for geotextile-type GCL										
Swell Index	ASTM D5890	24 mL/2g min.										
Fluid Loss	ASTM D5891	18 mL max.										
<u>GCL</u> <sup>(2)</sup> Bentonite Mass Per Area	ASTM D5993	>0.75 lbs/sf <sup>(5)</sup>										
Grab Strength	ASTM D4632	>90 pounds										
Permeability	ASTM D5887	<5.0 x 10 <sup>-9</sup> cm/sec <sup>(6)</sup>										
Residual Shear Strength <sup>(7)</sup>	ASTM D6243	<table border="0"> <tr> <td><u>Confining Stress</u></td> <td><u>Shear Stress</u></td> </tr> <tr> <td>(lbs/ ft<sup>2</sup>)</td> <td>(lbs/ ft<sup>2</sup>)</td> </tr> <tr> <td>2,000</td> <td>650</td> </tr> <tr> <td>4,000</td> <td>1,300</td> </tr> <tr> <td>8,000</td> <td>1,300</td> </tr> </table>	<u>Confining Stress</u>	<u>Shear Stress</u>	(lbs/ ft <sup>2</sup> )	(lbs/ ft <sup>2</sup> )	2,000	650	4,000	1,300	8,000	1,300
<u>Confining Stress</u>	<u>Shear Stress</u>											
(lbs/ ft <sup>2</sup> )	(lbs/ ft <sup>2</sup> )											
2,000	650											
4,000	1,300											
8,000	1,300											

- (1) Alternate tests are allowed only with prior written approval of Engineer.
- (2) Required values for geotextile, geomembrane, and GCL are MARV.
- (3) Not Used
- (4) Not Used
- (5) Weight of GCL minus weight of geotextiles or geomembrane and corrected to 0 percent bentonite moisture content.
- (6) Measured less than 5 psi confining pressure and 30 psi head pressure.
- (7) Requirement applies to (1) internal GCL strength, (2) Textured HDPE geomembrane/GCL interface strength, and (3) GCL/soil subgrade interface strength. If the peak internal shear strength is greater than the specified requirements as well as the interface shear strengths then the large displacement shear strength is not required to meet the specified requirements. The GCL is to be hydrated a minimum of 7 days under a normal load prior to shearing and run to a minimum displacement of 3 inches. The test should be conducted at a strain rate not to exceed 0.04 in/minute.





**SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX**

**TABLE 01410-14  
GEOSYNTHETIC CLAY LINER (GCL)  
REQUIRED CONFORMANCE TESTING FREQUENCY  
PRIOR TO DELIVERY**

<b>PROPERTY</b>	<b>TEST METHOD</b>	<b>MINIMUM FREQUENCY OF TESTING</b>
Bentonite Swell Index	ASTM D5890	1 per 50 tons
Bentonite Fluid Loss	ASTM D5891	1 per 50 tons
Bentonite Mass/Area	ASTM D5993	1 per 40,000 ft <sup>2</sup>
GCL Permeability <sup>(1)</sup>	ASTM D5887	1 per 250,000 ft <sup>2</sup>
GCL Grab Strength	ASTM D6768	1 per 250,000 ft <sup>2</sup>
Peel Strength	ASTM D6496	1 per 40,000 ft <sup>2</sup>
Roll Width	direct measurement	1 per 100,000 ft <sup>2</sup>

<sup>(1)</sup> Permeability measured under an effective confining stress of 5 psi



**SECTION VI – SUBMITTALS**

**SUBMITTAL SECTION**

**1. DELIVERY:**

**1.1 For In-Person and Carrier Delivery**

If submitting a hardcopy offer to the City, please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section and addenda(s). Please include updated W-9, a sample invoice and all other required documentation.

**1.2 For Electronic Submittal via email**

If submitting an electronic offer to the City via email, please submit one copy of the Submittal Section and addenda(s). Please include an updated W-9, a sample invoice and all other required documentation.

**1.3 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 opening date, and is irrevocable unless it is in the City’s best interest to release offer(s).

**1.3.1 Please **DO NOT** submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.**

**1.4 Additional required documentation to be included with submittal:**

Offeror will submit documentation on the below items for employees who will be providing services under any resulting contract:

- a. SUPPLIER’S background information.
- b. Samples with certified minimum property values of the proposed geosynthetics and the tests used to determine those properties.
- c. Production capacity availability and projected delivery dates for this project.
- d. A list of five completed facilities within the last two years where similar geosynthetics is used including facility information, date of installation, quantity, owner, and installer

**2. OFFER SUBMITTAL FORMAT:**

The written offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed per the following major sections:



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

- Tab 1 Supplier Background Information**
- Tab 3 Pricing**
- Tab 4 References**
- Tab 5 Submittal Section**
- Tab 6 Signed Addenda**
- Tab 7 Samples**
- Tab 8 Production Capabilities**

**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. **For more information about the SUA program or to enroll, send email to [mailbox.sua@phoenix.gov](mailto:mailbox.sua@phoenix.gov).**

**4. OPTION FOR ADDITIONAL QUANTITIES:**

By signing and submitting this solicitation, Offer or agrees that the City may, at any time purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

**5. BID PRICE SCHEDULE:**

Respond to the MS Excel file provided on [solicitations.phoenix.gov](http://solicitations.phoenix.gov)

**6. DELIVERY:**

Contractor states that item(s) ordered will be delivered \_\_\_\_\_ days after receipt of order. This delivery schedule shall include any time for shipping.

**7. DELIVERY TIME:**

All deliveries shall be made between the hours of 3:00 a.m. and 4:00 p.m. p.m., local time, Monday through Friday. Saturday delivery, 3:00 a.m. and 1:30 p.m., excluding City holidays



**8. YEARS IN BUSINESS AND REFERENCES:**

Contractor certifies that they have provided complete production and delivery of geosynthetic rolls as listed in this solicitation for a period of 2 years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for production and delivery of geosynthetic rolls.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No.\_\_\_\_\_. 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  
Jeffrey Barton, City Manager

\_\_\_\_\_  
Director or delegate, Department  
Joe Giudice  
Public Works Director

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2022  
City Clerk

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**OFFER**

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

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

Use Tax No. for Out-of State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

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)	
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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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

\_\_\_\_\_  
(LLC, Inc., Sole Proprietor)

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company’s Fax Number \_\_\_\_\_

Company’s Toll Free # \_\_\_\_\_

Email Address \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

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.

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:

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.



**7. Disclosure of Conflict of Interest:**

**A. City Code Section 43-34**

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:

**B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11**

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

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





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

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

**8. Acknowledgements**

**A.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**.

**B.Fraud Prevention and Reporting Policy**



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

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

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

**OATH**

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

**PRINT NAME**

**TITLE**

**SIGNATURE**

**DATE**

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