



CITY OF PHOENIX

**PUBLIC WORKS DEPARTMENT
Crystal Ramirez
Procurement Officer
200 W. Washington Street
Phoenix, AZ 85003
(602) 495-3606
crystal.ramirez@phoenix.gov**

REQUEST FOR PROPOSAL

RFP 23-SW-001 (CR)

SOLID WASTE LONG HAUL SERVICES – REQUIREMENTS CONTRACT



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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.

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



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1. DESCRIPTION – STATEMENT OF NEED:


- 1.1 The City of Phoenix invites sealed offers for **Solid Waste Long Haul Services** for a five (5) year period commencing on or about July 1, 2022 in accordance with the specifications and provisions contained herein.
- 1.2 This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3 Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, payment of the maximum authorized compensation, 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/financesite/Pages/EProc-help.aspx> 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/TIME	LOCATION/INFORMATION
Solicitation Issue Date	April 29, 2021	N/A
Pre-Offer Conference MANDATORY	May 11, 2021, 9:00 AM – 10:00 AM	Via Web Ex Join by phone: +1-415-655-0001 US Toll Access code: 187 045 9846
Site Visits – 3 Locations VOLUNTARY	May 11, 2021, 10:30 AM – 11:30 AM May 11, 2021, 1:00 PM – 2:00 PM	North Gateway Transfer Station 30205 N. Black Canyon Hwy. Phoenix, AZ 85085 *Section I, Item 24 See note 27 th Avenue Transfer Station 3060 S. 27 th Ave. Phoenix, AZ 85009 *Section I, Item 24 See note

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	May 12, 2021, 10:00 AM – 11:00 AM	SR85 Landfill W of SR85 & S of Patterson Rd. Buckeye, AZ 85326 *Section I, Item 24 See note
Written Inquiries Due Date	May 21, 2021 1:00 PM	Email inquiries to: crystal.ramirez@phoenix.gov
Offer Due Date	June 16, 2021 1:00 PM LATE BIDS WILL NOT BE ACCEPTED	See SECTION I – INSTRUCTIONS, Item 12, SUBMISSION OF OFFER The public will be able to call the WebEx phone number noted below and listen to the Bid Opening meeting live: +1-415-655-0001 US Toll Access code: 146 126 2717

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.

***Atrium just beyond security checkpoint in bid box marked for Public Works Department.**

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:



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- 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 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, Procurement Division, 200 W. Washington St. 7th 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



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requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

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.

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.



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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.

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

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

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

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

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st 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.

For Mail Delivery: City of Phoenix, City Hall, 200 W. Washington St. 7th Floor, Phoenix, AZ 85003

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.



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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 evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. PRE-AWARD QUALIFICATIONS:

- 15.1.** Offeror must have been in operation a minimum of 5 years. The Offeror’s normal business activity during the past 5 years will have been for providing the goods or services in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)
- 15.2.** Upon notification of an award the Offeror will have 15 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance Requirements are non-negotiable.
- 15.3.** Equipment. Offeror will own or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items or equipment in full working order, and must demonstrate that, based on known commitment, they will be available for use in the proposed contract. The applicant may also list alternative equipment which it would propose for the contract, together with an explanation of the offer. SECTION V – SCOPE OF WORK (6.2) EQUIPMENT REQUIREMENT and (21) EQUIPMENT: GENERAL outlines general equipment requirements.
- 15.4.** Personnel Capabilities. The applicant shall provide suitably qualified personnel to fill the following positions. For each position the applicant will supply information on a prime candidate and an alternate, each of whom should meet the experience requirements specified below:

<i>Position</i>	<i>Total experience</i>	<i>In similar works</i>	<i>As manager of similar works (years)</i>
<i>Project</i>			
<i>Other</i>			
<i>Other</i>			
<i>Other</i>			



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16. AWARD OF CONTRACT:

16.1. Unless otherwise indicated, award(s) will be made to the Offeror whose proposal receives the highest score and 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.

16.2. Factors that may be considered by the City include:

- 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,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of complaints and termination for convenience or cause.

16.3. 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.

16.4. 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.

17. 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.

18. SOLICITATION TRANSPARENCY POLICY:

18.1. 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



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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.

- 18.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.
- 18.3.** 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.
- 18.4.** 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.
- 18.5.** 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.
- 18.6.** "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



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contract, as long as the City cancels with a statement that the City will rebid the solicitation.

19. PROTEST PROCESS:

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 19.5.1. Identification of the solicitation number;
 - 19.5.2. The name, address and telephone number of the protester;
 - 19.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 19.5.4. The form of relief requested; and
 - 19.5.5. The signature of the protester or its authorized representative.
- 19.6. 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.



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20. PUBLIC RECORD:

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

21. 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.

22. 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.

23. SITE INSPECTION (VOLUNTARY):

A one-time walk-through site inspection tour will be conducted at the date and time indicated for each location in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices. (COVID-19 NOTE: During the tour all Centers of Disease Control guidelines must be followed at all times during the tour including social distancing and face masks.)



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24. STATEMENT OF BONDING ABILITY:

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

25. PERFORMANCE BOND:

A performance surety in the amount of Two Million Dollars (\$2,000,000) shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, letter of credit, Certificate of Deposit, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. If a Letter of Credit, the City only accepts from banks rated "A" or better by Moody's or Standard & Poor. Banks customarily maintain a standard format for Letters of Credit; the bank and format will need to be submitted to the City. Approvals from several departments may be required before final acceptance of the letter of credit or bond; this process may take up to 15 days. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety, provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

26. BID BOND:

Offerors are required to furnish a "solicitation guarantee" in the amount of 10% of the total solicitation price. Such solicitation guarantee must accompany the submittal and be furnished in the form of Bid Bond, Postal Money Order, Certified Check, or Cashier's Check. Guarantees will be returned to unsuccessful Offerors as soon as practicable after the opening of solicitations and to the successful Offeror upon execution of such further contractual documents and conditions (including insurance) as required by the solicitation are accepted. If the successful Offeror, upon acceptance of solicitation by the City within the period specified thereon for acceptance, fails to execute such further contractual documents and bonds as required within the time specified (ten days if no period is specified) the contract may be terminated for default. In such event, Offeror will be liable for any cost of procuring the work that exceeds the amount of solicitation, and the solicitation guarantee will be available toward offsetting such difference.



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27. PAYMENT BOND:

27.1 The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Purchasing Division. Required by the Contractor within 7 days after notice of award. The payment security or surety must be in the form of a bond, letter of credit, CD, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If the surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. If a Letter of Credit, the City only accepts from banks rated "A" or better by Moody's or Standard & Poor. Banks customarily maintain a standard format for Letters of Credit; the bank and format will need to be submitted to the City. Approvals from several departments may be required before final acceptance of the letter of credit or bond; this process may take up to 15 days. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety, provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

27.2 If the surety is submitted in a form other than a bond, the City will retain the surety for a minimum of ninety (90) days after completion of the project and final acceptance by the City.

28. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

28.1 Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

28.2 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.

28.3 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.

29. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.



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30. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

31. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

32. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 32.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 32.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 32.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 32.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.



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33 BEST AND FINAL OFFERS (BAFO):

- 33.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 33.2.** If an Offeror’s BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 33.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 33.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

34. 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.



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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

Accident An unplanned event that results in injury to a person or damage to property or equipment or a disruption of service.

Backhauling Backhauling material from SR85LF to the NGTS, the 27TS, or other Destination Facilities.

“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.

Chargeable Damage Damage caused by the City to the Contractor's Trailer while loading the Trailer with Materials where such damages are not caused by normal wear and tear. Damage must result from the direct impact of loading equipment and cannot result from material impact alone. The incident must be reported immediately to the City prior to the vehicle leaving the facility.

"City" The City of Phoenix

Combination Tractors and Transfer Trailers that are used in performance of the service.



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"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.
Destination Facility	Any facility to which Materials are Hauled by the Contractor as designated by the City. Such facilities include landfills, transfer stations, waste-to-energy plants, material recovery facilities.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency
Equipment	Tractors, Transfer Trailers, Tippers and any other equipment that is necessary or required for the Contractor to perform Services.
Floor Volume	No more than 500 tons left on tipping floor at the close of business each day.
Fuel Price	The compensation stated in Section V 26.1. The Fuel Price compensation is calculated by multiplying the Fuel Price by the net weight of the load in tons.
Haul or Hauling	The Contractor's transportation of Materials using Tractor Trailers.
Hoppers	The openings in the floor of the Transfer Stations through which Materials are directed for the top loading if Transfer Trailers that are in alignment below the opening.



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Managing Representative	An employee of the Contractor with the ability to make personnel, financial and contracting decisions on the Contractor's behalf, such as a local operations manager, service coordinator, etc.
Materials	Any Solid Waste and/or Recyclable Materials, and other such materials including green organics.
North Gateway Transfer Stations or “NGTS”	The real property, building equipment owned by the City, located at 30205 North Black Canyon Highway, where the City operates a Solid Waste Transfer Station, a Recyclable Materials sorting operation (MRF), a self -haul drop-off area and an educational center.
“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.
Other Hauling	Hauling Materials other than Hauling from either the 27TS to the SR 85LF or from the NGTS to the SR 85LF. Other landfill locations may include, but not limited to; Butterfield Station, 40404 S. 99th Avenue, Mobile, AZ, City of Glendale Landfill, 11480 W. Glendale Avenue, Glendale, AZ, Northwest Regional Landfill, 19401 W. Deer Valley Road, Surprise, AZ, Southwest Regional Landfill, 24427 S. Highway 85, Buckeye, AZ, Southpoint Environmental Landfill, SR 238, Mobile, AZ, and Cactus Landfill, 22841 E. Deepwell Road, Florence, AZ. Additionally, this may include hauling between the 27TS and NGTS using walking floor trailers.
Solid Waste	All solid wastes produced by the community, including putrescible and nonputrescible wastes, waste tires, recyclable and non-recyclable items from residents not participating in the City's recycling program, and liquid nonhazardous waste, household hazardous waste, but not including United States Environmental Protection Agency or appropriate agency of the State designated hazardous waste or human body parts.



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“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.
Source Facility	Any facility where Materials are received, and Hauled from the Contractor as designated by the City. The primary Source Facilities are the 27TS and NGTS.
Subcontractor	An individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
Tipper	The equipment used to unload Materials from transfer trailers by end dumping as necessary to perform the Services in this Contract.
Tipper Use and Cycle Time	Drivers are expected to be staged on tipper, completely dump load, rehook, and pull off tipper within 5 minutes. Tipper Cycle time is expected to average 2 minutes per use.
Ton	Two thousand (2,000) U.S. pounds
Ton Mile Price	The Ton Mile Price compensation is calculated by multiplying the Ton Mile price by the net weight of the load in tons and by the one-way distance from the source facility to the destination facility in miles.
Tractor	The tractors used in Hauling Transfer Trailers as described in this Contract.
Transfer Station	That portion of the Source Facility where Materials are caused to be placed into Transfer Trailers for Hauling to a



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Destination Facility. Also, a term used to refer to the 27TS and NGTS.

Transfer Trailers

The trailers used to Haul materials as described in the Contract.

Transfer Tunnel

The area located directly underneath Hoppers where Transfer Trailers are parked at the Transfer Station for loading purposes.

“Vendor or Seller”

A seller of goods or services.

27th Avenue Transfer Station or “27TS”

The real property, building equipment owned by the City, located at 3060 South 27 Avenue, where the City operates a Solid Waste Transfer Station, a Recyclable Materials sorting operation (MRF), a composting operation, a self -haul drop-off area and an educational center.

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

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



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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



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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;



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

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

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

3.4. 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



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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 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



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invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- 4.2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, 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. delivered, 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



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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 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



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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.

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



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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 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



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Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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



SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

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 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:

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

SECTION III – SPECIAL TERMS AND CONDITIONS

- 1. FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Various City of Phoenix Locations
- 2. PRE-OFFER CONFERENCE (MANDATORY) AND SITE-WALKTHROUGH (VOLUNTARY):** Offerors including the current Contractor must participate in the mandatory pre-offer conference conducted by City personnel, as stated in Section I, Item 3. Schedule of Events and familiarize themselves with any conditions may affect performance and bid prices.

A site walk-through tour will begin immediately following the pre-bid conference and will continue the next day if necessary. Offerors must arrange for their own transportation.

- 3. PRICE:** All prices submitted shall reference Section IV – SUBMITTAL SPREADSHEET and Section V – SCOPE OF WORK, Item 26.2 Inflation Factor. 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. 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.
- 4. 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.
- 5. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number
 - Items listed individually by the written description and part number.
 - Unit price extended and totaled.
 - Number of loads
 - Weights of material transferred
 - Cost per ton
 - Quantity ordered, back ordered, and shipped.
 - Applicable tax
 - Invoice number and date.
 - Delivery address.
 - Payment terms.
 - FOB terms.
 - Remit to address



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

- 6. METHOD OF PAYMENT:** Contractor will be paid on a weekly basis in arrears. 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.
- 7. PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.
- 8. SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at 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.
- 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. SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
- 11. HOURS OF WORK:** All work under this contract shall be coordinated with the City’s project manager. Any changes to the established schedule must have prior written approval by the City’s project manager.
- 12. POST AWARD CONFERENCE:** A post-award conference may be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
- 13. 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: Public Works Department,
Solid Waste Disposal and Diversion Division, Operations Manager
Phone: 602-495-5362



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

14. 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. 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 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.

15. 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.

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

17. 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.

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

19. 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 not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

20. LIQUIDATED DAMAGES: If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$500.00. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

or negligence, as determined by the City. The Deputy Finance Director or Department Director will be the sole judge in determining the liquidated damages.

21. COMMUNICATION IN ENGLISH: It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

22. CONTRACTOR ASSIGNMENTS: The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

23. TRANSITION OF CONTRACT: Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

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

25. BACKGROUND SCREENING:

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

25.1. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

25.2. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.



SECTION III – SPECIAL TERMS AND CONDITIONS

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- 25.3. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 25.4. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- 26. BACKGROUND SCREENING – STANDARD RISK:**
The current risk level and background screening required is **STANDARD RISK LEVEL**. A standard risk background screening will be performed when the Contract Worker's work assignment will:
- require a badge or key for access to City facilities; or
 - allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - allow unescorted access to City facilities during normal and non-business hours.
- 26.1. Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 26.2. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - for reviewing the results of the background check every five years; and,
 - to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - Submitting the list of qualified Contract Workers to the contracting department.



SECTION III – SPECIAL TERMS AND CONDITIONS

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- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

27. 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

28. SPECIFICATIONS: The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

29. TIME IS OF THE ESSENCE: The parties agree that time is of the essence in the performance of the scope of work.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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. CONTRACTOR’S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all 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 Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

2.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the 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
Personal and Advertising Injury	\$1,000,000



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

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 contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

the appropriate sole proprietor waiver form.

- 2.2. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor 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 **Procurement Officer, City of Phoenix, Public Works Department, 7th 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 Contractor from potential insurer insolvency.
- 2.4. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **Procurement Officer, City of Phoenix, Public Works Department, 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. **SUBCONTRACTORS:** Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.
- 2.6. **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

CITY OF PHOENIX

1. INTRODUCTION

The 27th Avenue Transfer Station (27TS), located at 3060 South 27th Avenue, and the North Gateway Transfer Station (NGTS), located at 30205 North Black Canyon Highway, were designed to receive, transfer and sort up to 4,500 tons of solid waste at each facility daily. Tractor/transfer trailers ("Combinations") will be loaded with solid waste at the 27TS and the NGTS and hauled to the State Route 85 Landfill (SR85LF), located at 28633 West Patterson Road for proper solid waste disposal in a landfill.

The City's contained and uncontained residential waste collection historically delivers waste to the 27th Avenue Transfer Station (27TS) and the North Gateway Transfer Station (NGTS) on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. The city also accepts solid waste from commercial and residents directly at the transfer stations Monday through Saturday.

Since January 2021 the city has suspended operations of the 27TS Material Recovery Facility (MRF). As a result, approximately 150 tons of recycle are shipped from 27TS to NGTS from Monday through Friday and about 100 tons on Saturdays. Transport of recycle material is not guaranteed and is expected to end as soon as a new MRF is built at 27TS. In addition, the city requires transportation of green organics from NGTS to 27TS Monday through Saturday.

2. SCOPE OF SERVICES

The Contractor shall, except as may be otherwise provided herein, furnish all labor, materials, supplies, equipment, maintenance, and supervision necessary, useful, or required to perform the services. The contractor's hauling obligation shall be hauling of solid waste from 27TS and NGTS to destination facilities, where it shall be unloaded as soon as possible. The City expects solid waste will be hauled within twenty-four (24) hours of being loaded. In addition to the Contractor's primary hauling obligation, the Contractor shall also be obligated and responsible for providing additional hauling or back-hauling services from the destination facilities as provided for in this Contract and as requested by the City.

3. HISTORICAL DATA

Yearly, weekly and daily tonnages from 2017, 2018, 2019, 2020, and January through March 2021 are provided for refuse, recycle and green organics from 27TS and the NGTS in the schedule attached to this proposal document as Exhibit A. The City does not guarantee any minimum tonnage available for hauling.

The City anticipates only slight growth-related annual increases in Solid Waste Hauled from the 27TS or the NGTS over the life of the contract. However, an increase or decrease is possible. The City is developing landfill diversion goals and plans for its facilities and hopes to significantly increase diversion of materials away from the landfill. Dependent on the rate of overall growth in the city reaching these goals could significantly reduce daily tonnage to the landfill.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

4. AREAS FOR THE CONTRACTOR'S USE

4.1. The Contractor's personnel shall remain in designated Contractor use areas at all times and only those personnel engaged in Service activities shall be in Contractor use areas. Further, the Contractor's personnel shall not interfere with recycling operations or other functions being performed or activities being carried out at City Facilities, Source Facilities, or the Destination Facilities that are not under the direct purview of the Contractor as herein provided.

4.2. The City shall provide the following areas at the 27TS and NGTS for use by the Contractor:

4.2.1 **Transfer Tunnel.** The Contractor shall be provided access to the Transfer Tunnel and ramps as required for the Contractor's use while the City or their designees load the Contractor's Transfer Trailers. The City will clean the Transfer Tunnel as necessary or as requested to prevent excessive amounts of Material from accumulating; however, the City will not be responsible for any tire damage caused as a result of materials in the Transfer Tunnel or for any other reason.

4.2.2 **Inbound and Outbound Scales.** Outbound scales shall be available for the weighing of each load that departs the 27TS and NGTS and inbound scales shall be available for the weighing of each load that comes into the SR85LF. This is unattended weighing operations, and the Contractor shall be required to allow the City to install radio frequency identification (RFID) tags, provided by the City of Phoenix, on each tractor and trailer. The contractor will be required to follow the light notifications, kiosk input system and provide transport receipts.

5. MEETINGS AND COMMUNICATIONS

In order to reduce potential problems and to provide a forum for discussing and resolving any operational questions or issues that may arise, the Parties shall meet on a regular basis and shall adopt certain communication procedures as follows:

5.1. The Contractor and the city shall each designate a person (the "Service Coordinator") for the purpose of overseeing the Services and coordinating communication between the City and the Contractor. Either Party may change its designate Service Coordinator by notifying the other Party, in writing, of the change. To the maximum extent possible, communications between the City and the Contractor concerning the Contract shall be directed through the Service Coordinators. The Service Coordinator shall have the authority, on behalf of the Party represented, to discuss and resolve service-related matters such as operational problems, customer complaints, and public relations.

5.2. After the Commencement Date, project meetings shall be held between the Service Coordinators on an as needed basis unless otherwise agreed, or at the City's request. The primary purpose of such meetings shall be to evaluate progress or problems, to air and seek resolution of complaints and other issues as the Parties deem appropriate.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

5.3. The Contractor shall have a responsible person in charge during and after facility operating hours with the authority to make decisions relevant to Services. The Contractor shall always have representatives available who are responsible for responding to emergency situations. The names and phone numbers of emergency representatives shall be given to the City ten (10) days prior to the Commencement Date and shall be updated as soon as any changes are made.

6. LOADING OF EQUIPMENT

6.1. Trailer Loading. The City shall load the Contractor's Transfer Trailers. Trailers loaded at the 27TS and NGTS hoppers will be tamped for load distribution. The City will make reasonable efforts to maximize each load based either on weight or Transfer Trailer volume. The Contractor's Transfer Trailers will be loaded at the 27TS and NGTS Transfer Tunnel, green waste, recycling area, the self-haul area, and other areas identified by the City as needed. The City may designate other (temporary or permanent) loading locations at the City Facilities, contingent upon changes to existing operations. The Contractor shall be responsible for legal weight limits and height restrictions as provided in Paragraphs 14 and 21.

6.2. Equipment Requirements. The Contractor shall provide and maintain enough equipment of adequate design and capacity to load, transport, and unload the materials in a timely fashion (e.g. be able to meet the time restraints for Tipper Use and Cycle Time). The Contractor shall determine the specific types and numbers of equipment to be used so that there are empty Transfer Trailers available at the 27TS and NGTS to receive Materials during operating hours. The Contractor shall ensure that equipment presents a neat, sanitary appearance, and that all materials are completely contained within the vehicle body.

6.3. The Contractor shall ensure it provides appropriate staffing and equipment to receive materials at any source facility as needed during operating hours.

7. SOLID WASTE

Solid waste shall be hauled by the Contractor to the SR85LF or to any other destination facility. All hauling activities shall comply with the hauling hours specified in this solicitation and the operating hours of the SR85LF or other destination facility. The Contractor shall comply with the rules of the destination facility and unload the materials in a location as directed by personnel at the destination facility.

The Contractor shall not hold waste in their trucks in excess of 24 hours except trucks loaded on the weekend and before a City of Phoenix approved holiday must be dumped the morning of the next City of Phoenix business day. The City will provide the Contractor a report identifying the loads exceeding the 24-hour hold limit and the Contractor shall provide an explanation for the exceedance of each load identified.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

8. HAULING TO DESIGNATED LANDFILLS AND DESTINATIONS

The Contractor shall haul from the two (2) designated transfer stations to the designated landfill site. The City may request green organics and/or recycle be hauled from NGTS to 27TS and vice versa. The City may request, at its discretion, other landfill sites or destinations.

If the Contractor hauls non-City solid waste to the designate landfill without prior notice and does not pay the applicable tip fee, the Contractor will be assessed liquidated damages in the amount of five thousand dollars (\$5,000.00) per load. The City may deem such act as a breach of the Contract. In addition, if the Contractor disposes of City solid waste at any other landfill not designated in the Contract, the Contractor will be assessed liquidated damages in the amount of five thousand dollars (\$5,000.00) per load. The City may deem such act as a breach of the Contract.

9. EXCESS SOLID WASTE ON TIPPING FLOOR

The City strives to keep the tipping floor clear of debris as a standard business practice. Tonnage left on tip floor each night will be determined by the daily carryover. Solid waste in excess of 500 tons shall not be left on the 27TS or NGTS floor during operating hours for more than any two-hour period or after operating hours without City approval. In the event excess amounts of solid waste remain on the tipping floor after operating hours, the City may require the Contractor to perform hauling operations after the scheduled closing time of such City facilities. The Contractor will be responsible for any cost incurred to the City to provide for the afterhours hauling operations that are the result of the Contractor's business practices or failure to respond to hauling conditions. The City reserves the right to hire another Contractor to perform the work to ensure compliance with this requirement.

10. USE OF TRANSFER TUNNEL

The Contractor shall be responsible for moving empty transfer trailers into the Transfer Tunnel in alignment with the hoppers designated by the City for use at that time. The Contractor shall also be responsible for moving full transfer trailers from the Transfer Tunnel immediately after each Transfer Trailer is loaded.

11. SECURING OF LOADS AND CLEAN UP OF SPILLAGE

11.1. Immediately after loading is complete, the Contractor shall secure or cover the transfer trailers to prevent littering at the City Facilities and during materials transit to destination facilities. No tarping station will be provided by the City for the 27TS, NGTS or SR85LF Facilities.

11.2. The Contractor shall be responsible for immediate cleanup of any dumped or spilled materials that occur during the course of hauling, tarping or un-tarping stations, regardless of whether the materials are dumped or spilled due to fault of the Contractor, and shall return the area to the condition it was in prior to the dumping or spilling of materials.

11.3. The Contractor will be assessed Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each occurrence that the Contractor hauls materials without adequately covering Transfer Trailers to prevent spillage of materials, for each



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occurrence that the Contractor fails to immediately clean up dumped or spilled materials, and for each complaint received from the public. For purposes of this section, adequate cover means the appropriate securing of tarps that are in good condition and free of holes or gaps, which the City may inspect on a regular basis and provide reports to the Contractor.

12. LOADING HOURS AT SOURCE FACILITIES

The general loading hours for 27TS and NGTS are from 4:30 a.m. through 3:30 p.m., Monday through Friday, and 5:30 a.m. through 2:30 p.m., Saturdays and most holidays. The general unloading hours at SR85LF are 3:30 a.m. through 3:00 p.m. Monday through Friday and 3:30 a.m. through 12:00 p.m. Saturdays and most holidays. The scales are currently closed on Sundays. The scale hours and designated City holidays are subject to change based on a seven (7) day written notice to the Contractor from the City. The City observes the following legal holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

13. OPERATION OF SCALES AND SCALE OUTAGES

- 13.1. The City has existing scales that are located at the City facilities and are operated by the City for the primary purpose of weighing incoming and outgoing loads. The City shall use its best efforts to ensure that the scales are accurate in accordance with State requirements and operational during the hours of operation specified.
- 13.2. The Contractor shall obtain tare weights for each tractor and each transfer trailer utilizing the City's scales. Tare weights shall be obtained at least two (2) weeks prior to the commencement date, and tare weights of all tractors and transfer trailers shall be verified by the Contractor at a frequency determined by the City but shall not be more frequent than quarterly. The City reserves the right to spot check tare weights on any equipment as it deems necessary.
- 13.3. Prior to leaving the source facilities and upon arriving at destination facilities, the Contractor shall use the automated kiosk to weigh every load and process a transaction by using the City's scales.
- 13.4. In the event the City's scales become temporarily inoperable due to testing, maintenance, or malfunction, the City shall estimate the weight of loads leaving source or destination facilities based on truck volume and historical data obtained from the past operation. The weigh tickets for estimated weights shall delineate estimated weights from actual weights. These estimates shall serve as official records for the duration of the scale outage.

14. EQUIPMENT OPERATIONAL COMPLIANCE

The Contractor shall not haul loads exceeding legal weight and height restrictions. The Contractor shall be responsible for determining the weight and height of each load hauled prior to leaving the source facility. If a load is overweight or not properly distributed, the Contractor shall notify the City and arrange for the immediate removal or adjustment of materials so that all weight and height restrictions are met prior to departure from the source facility.



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15. UNLOADING AT DESTINATION FACILITIES

15.1. Upon arrival at destination facilities, the Contractor shall be required to weigh-in.

15.2. After entry into the facility, the destination facility personnel will instruct the Contractor where and when loads are to be unloaded. SR85LF requires that loads be unloaded at the working face of the landfill to minimize the push required by the SR85LF operations. Tipper Use and cycle time shall be as follows:

15.2.1 Drivers are expected to be staged on tipper, completely dump load, rehook, and pull off tipper within 5 minutes.

15.2.2 Tipper cycle time is expected to average 2 minutes per use.

15.3. SR85LF personnel shall determine when relocation of the tipper(s) is necessary for unloading trailers and SR85LF operations. SR85LF personnel will provide a dozer and operator to move the tipper(s) to a location as directed by landfill management. The Contractor shall bear the risk of any damages, except for chargeable damages and damages due to negligence and/or improper operation by SR85LF personnel, to the tipper(s) and related equipment arising out of the relocation and shall be responsible for the tear down and set up of the tipper(s), including proper leveling.

15.4. The City will provide dozer and operator to facilitate immediate removal of dumped loads from the vicinity of the tipper during daily operation. After unloading is completed, the Contractor shall sufficiently remove all materials and other debris from the transfer trailers. The Contractor shall then remove transfer trailers from the unloading site as soon as possible.

15.5. In the event the City secures additional third party external or internal volume, the on-site tippers will be used by third parties as approved by the City at no additional cost to the City or the third-party hauler. Prior to start-up of the third party, the City will coordinate a meeting with all parties. Contractor shall provide training to third party hauler, as required and approved by the City.

16. FUELING

The Contractor shall be responsible for procuring fuel and for fueling its equipment used in performing the services. Stationary or off-road equipment that remain on City property may be fueled on City property. No permanent or stationary fuel dispensing tanks will be allowed on City property. The Contractor shall discuss procedures for fuel acquisition and fueling operation in the Operations Plan.

17. COMPLIANCE WITH LEGAL REQUIREMENTS

17.1. Contractor shall comply with all laws, rules, and regulations for travel on all roads over which it travels in the performance of the services.



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- 17.2.** All tractors and transfer trailers shall be properly registered, licensed, and permitted by the State of Arizona and/or Maricopa County. The Contractor shall pay all taxes and fees for the operation of the equipment.

18. OPERATIONS PLAN

- 18.1.** The Contractor shall submit an operations plan for review and approval by the City with their proposal. The City may request a revised operations plan be submitted for acceptance by the City within 30 days of a request by the City.

At a minimum, the operations plan should specifically address how the Contractor proposes to manage their operations to provide outstanding service at competitive costs as defined under the scope of this solicitation. The operations plan shall identify the risks involved in providing the services and the specific actions the Offeror will implement to mitigate these risks as deemed necessary to meet the service requirements. The plan shall identify proposed fleet size dedicated to City operations, staffing, employee hours, and tractor/trailer distribution between City transfer stations. Proposed fleet size should also define spare ratio of tractor and trailers. The operations plan shall include a contingency plan for performing the services under this Contract in the event that Contractor's tipper(s) and/or related Equipment become temporarily or permanently inoperable.

The following plans shall also be submitted as part of the Contractor proposal: safety plans, training plans, staff retention plans, equipment preventative maintenance plans, equipment purchase and replacement plans, basic operating activities, rent plans, and equipment inventory details. Within 30 days of award the Contractor will be required to resubmit updated plans.

- 18.2.** Should the Contractor desire to make any changes in the operations plan, the contractor shall submit a request in writing to the City no less than two (2) weeks prior to the requested effective date for such revisions. Such request shall fully explain the revision and the reasons for the request. The City shall accept or decline the request within two (2) weeks of receipt.

19. ROUTING FROM SOURCE FACILITIES TO DESTINATION FACILITIES

- 19.1.** The Contractor agrees to comply with the primary routes as provided in the operations plan agreed to by the City.
- 19.2.** Under no circumstances shall the Contractor include in its routing that portion of 27th Avenue between Durango and Buckeye Roads, due to a pre-existing agreement between the City and the Alfredo F. Garcia Elementary School.
- 19.3.** Under no circumstances shall the Contractor use the private mining road east of the NGTS facility.



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- 19.4. If the Contractor, for any reason, desires to change any previously approved designated route, the Contractor shall submit such request in writing in accordance with Section V, Item 18.2.
- 19.5. In the case of an emergency road closure that affects the Contractor's use of any approved designated route, the Contractor shall use an appropriate alternate route and shall immediately notify the City of the situation upon arrival at a City facility.
- 19.6. The Contractor shall only haul from the source facilities to the destination facilities while performing the services. The City may designate other temporary or permanent source and destination facilities at its discretion, depending on changes to its existing operations.
- 19.7. The Contractor shall operate in a manner to minimize the number of loaded trucks that are stored overnight.

20. DESTINATION FACILITIES

The primary destination facilities will be the SR85LF Facility. Solid waste will primarily be hauled from the transfer stations to SR85LF. The City, however, at its option, may elect to utilize other destination facilities which may include, but not be limited to, the following sites:

- 20.1. City of Glendale, Landfill
- 20.2. Northwest Regional Landfill
- 20.3. Southwest Regional Landfill
- 20.4. Butterfield Station Landfill
- 20.5. Salt River Landfill
- 20.6. 27th Ave. Transfer Station
- 20.7. North Gateway Transfer Station
- 20.8. Waste Management Northwest Regional Landfill

Any costs to relocate tippers to another destination facility or any tipper fees incurred are to be the responsibility of the City.

21. EQUIPMENT: GENERAL

The Contractor's equipment shall accommodate existing loading appurtenances at the City facilities, specifically the transfer tunnel, scales, and hoppers.

21.1. EQUIPMENT FURNISHED BY CONTRACTOR

21.1.1 Tractors shall be of sufficient power to pull any loaded transfer trailer on public thoroughfares, up tunnel ramps and on uneven landfill surfaces. The Contractor shall provide equipment that securely covers loads during transit. Cover equipment shall prevent litter from blowing out of transfer trailers during transit and at the City Facilities.

21.1.2 If one Contractor is awarded both 27TS and NGTS then the Contractor shall initially provide three tippers, two that will primarily be utilized and one for a



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backup. If volume increases, and at the City's request the Contractor should be able to provide additional tippers at a rate of one tipper per 2,000 additional daily tons, plus one spare. If two separate contractors are awarded one site each then the City requests each Contractor provide two tippers each, one that will primarily be utilized and one for a backup. If volume increases, and at the City's request the Contractor should be able to provide additional tippers at a rate of one tipper per 2,000 additional daily tons, plus one spare.

21.1.3 The Contractor shall either own or lease equipment. Any equipment leases shall provide language that specifies that in the event of a default by Contractor, the City has the right to retain the equipment at the lease rate charged the Contractor under any such leases.

21.1.4 All tractors shall be fueled by B20 biodiesel fuel.

21.1.5 The average age of the Contractor's tractor fleet throughout the duration of the contract shall be no more than seven (7) years.

21.1.6 The average age of the Contractor's trailer fleet throughout the duration of the contract shall be no more than seven (7) years.

21.2. COMBINATION LIMITATIONS

Combination equipment shall meet (at a minimum, where applicable) the following requirements;

21.2.1 Meet the maximum legal vehicle weight capacity, when loaded, of eighty thousand (80,000) pounds per Bridge Gross Weight Formula.

21.2.2 Fit in the 27TS and NGTS Transfer Tunnel, beneath the hopper while aligning properly on tunnel scale platforms. See Section V, Item 10 for additional alignment information.

21.2.3 Fit on the inbound and outbound scales at the City facilities.

21.3. TRANSFER TRAILER HEIGHT LIMITATIONS

Transfer trailers shall not exceed a maximum of thirteen (13) feet six (6) inches in height, nor be less than a minimum of thirteen (13) feet two (2) inches in height, in order to ensure proper spacing between the transfer trailer and the Hopper.

21.4. CONTRACTOR EQUIPMENT MAINTENANCE

Contractor shall be responsible for the repairs and routine maintenance of all its equipment used to perform services. Routine maintenance shall not be performed on City property except to stationary or off-road equipment which may be repaired on City property as designated by the City. However, the Contractor may perform the following services on equipment at the City facilities: 1) tire repair; and 2) topping off fluids or lubricants necessary for safe and efficient operation of equipment. Any spills or residue



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shall immediately be removed to ensure the area is clean and left in the condition that it was in prior to the incident.

21.5. BACKUP EQUIPMENT

The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment that may be necessary for the Contractor to perform the services during any period when any of the Contractor's equipment is inoperable or not in service for any reason.

21.6. EQUIPMENT IDENTIFICATION

21.6.1 The Contractor shall assign equipment number to, and the City shall provide a corresponding transponder for each Contractor transfer trailer and each tractor. The assigned equipment number shall be permanently indicated and conspicuously displayed on the exterior of the transfer trailer and tractors. These identification numbers shall be used by the Contractor in preparation of monthly invoices and reports.

21.6.2 The Contractor-provided tractors shall display the Contractor's company name on the cab doors and shall display the equipment number. Equipment number must be visible on both sides of the tractor and trailer number must be visible on the back-trailer door. Equipment number must be large enough and placed high enough for scale cameras to identify.

21.7. APPEARANCE OF EQUIPMENT

All Contractor equipment used to perform the services shall always be kept by the Contractor in a neat and clean appearance. The Contractor shall clean out all transfer trailers each time they are unloaded before leaving the facility.

22. DAMAGES

22.1. RISK OF LOSS

The Contractor shall be responsible for the Contractor's equipment and shall bear the risk of loss due to theft, vandalism, fire, or any other casualty. The Contractor shall, except as provided in Section V, Item 22.3, be fully responsible for damages to the Contractor's equipment and shall repair or replace equipment at the Contractor's expense.

22.2. DAMAGES CAUSED BY CONTRACTOR

The Contractor shall be liable for any injury or damage caused by the Contractor to any City facilities, personnel, equipment, property, assets or to the property of any third party.

22.3. DAMAGES TO CONTRACTOR'S TRAILERS

The City shall not be liable for any damages caused to the Contractor's transfer trailers except for chargeable damages. The Contractor shall notify the City of any chargeable damages caused by the City to the Contractor's trailers immediately after damage occurs. The Contractor's damaged equipment shall remain on site for inspection by City



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staff to confirm the damage. Any such claim shall not be considered if the claim is not immediately reported and confirmed by City staff. The Contractor shall follow up with written notification to the City of the incident and all supporting documentation within forty-eight (48) hours from occurrence of the incident. Upon notification, the City may perform further investigation and collect required documentation as it deems necessary to assess the claim.

22.4. DAMAGE BY FIRE

In the event City facilities are damaged or destroyed by fire or other casualty to the extent it would materially adversely affect the Contractor's or the City's performance hereunder, then the City shall rebuild or repair the damage as soon as practicable. However, if the fire or other casualty occurs during the last year of the initial term, or at any time during any extended term of the Contract, then the City may at its sole discretion rebuild or repair the City's facilities. During repair or rebuilding, the Contractor shall be paid in accordance with the payment provisions of this Contract but only to the extent that the Contractor conducts hauling operations during any rebuild or repair period.

23. PERSONNEL

23.1. Employees: The service coordinator, and the managing representative shall be employed by the Contractor. The City prefers but does not require drivers of the tractors to be employed by the Contractor.

23.2. PERSONNEL AND CONDUCT

23.2.1 The Contractor shall ensure the dedication and involvement of Contractor personnel as necessary for the performance of the services in an acceptable manner and at a satisfactory rate of progress to meet the obligations of this contract. All Contractor employees and drivers of tractors shall be qualified and skilled in their respective trades.

23.2.2 The Contractor's employees and drivers of tractors shall conduct themselves in a professional manner and shall always present a clean and neat appearance while performing their duties.

23.2.3 The Contractor's employees and drivers of tractors, officers, and agents shall, at no time, identify themselves or in any way represent themselves, as being employees of the City.

23.2.4 The Contractor shall require that its employees and drivers of tractors wear high visibility ANSI II vest and hard hats at all source and destination facilities.

23.2.5 The contractor shall ensure that no employee and drivers of tractors consumes alcohol or drugs, or is under the influence of alcohol or drugs, while performing the services. The Contractor shall ensure that no



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employee and drivers of tractors brings alcohol, drugs, or firearms onto any City facility.

23.2.6 The contractor agrees that the City may, on occasion, without notice or consent of the Contractor or its employees and drivers of tractors, open and search lunch bags, pockets, containers, handbags, parcels, vehicles, and equipment on the City facilities. The Contractor employees and drivers of tractors shall sign a form acknowledging and consenting to the City's right to conduct such searches.

23.2.7 The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

24. SAFETY AND TRAINING

24.1. TRAINING, SAFETY AND DAMAGE PROTECTION

24.1.1 The Contractor shall be responsible for ensuring that employees operating Contractor's tractors possess and carry at all times a valid commercial driver's license and a current U.S. Department of Transportation medical examiner's certificate.

24.1.2 The Contractor's tractors shall always carry and maintain fire extinguishers.

24.1.3 The Contractor shall be responsible for resolving Hot Load occurrences when hauling materials. The City shall not be responsible for the providing any cleanup required as a result of a Hot Load, or any costs that result.

24.1.4 The contractor shall train and supervise its personnel to properly haul solid waste and to properly handle Hot Loads, material spillage, and other foreseeable emergency situations.

24.1.5 If requested by the City, the Training and Safety Plan shall be reviewed by the Contractor and shall be revised as necessary by the Contractor subject to acceptance by the City.

24.1.6 The Contractor shall maintain records documenting the training received by each employee and drivers of tractors and made available to the City when requested.

24.1.7 The Contractor shall:

24.1.7.1 At the City's request, the Contractor shall meet with the City's representatives to discuss operating and safety rules and regulations.



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24.1.7.2 Contractor shall train, City staff involved in moving Contractor's tipper and related equipment, as necessary.

24.2. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall perform the services in a manner that will minimize complaints from the public and cause the least inconvenience or annoyance to the general public and property owners. Whenever the Contractor's operations create a condition hazardous to traffic or the public, the Contractor shall follow such proper procedures necessary to prevent accidents or damage or injury to the public. The Contractor shall respond to all complaints from the public related to the contractor's operations within 48 hours. The Contractor shall resolve all complaints in a timely manner to the satisfaction of the City. The Contractor shall provide the City a written record of the compliant resolution for all complaints forwarded to the Contractor by the City. Should the Contractor fail to resolve the complaint in a timely manner to the satisfaction of the City, then the City may resolve the complaint and bill the Contractor for expenses incurred by the City.

24.3. INSPECTIONS

24.3.1 The City shall have the right to randomly inspect loads, tractors, transfer trailers, and tippers used for hauling or unloading operations for safety violations and proper maintenance. The City may require corrective action before equipment can be used in hauling operations. The inspection of failure to inspect shall not result in any liability to the City.

24.3.2 The Contractor shall ensure that all Contractor's employees and drivers of tractors perform all inspections necessary to fully satisfy Commercial Driver's License pre-check and post-check requirement for tractors and transfer trailers.

25. REPORTING REQUIREMENTS

25.1. ACCIDENTS

The Contractor shall verbally notify the City immediately if 1) any serious accidents or spillage of Material that occurs in the performance of the services; 2) and any accident involving Contractor's personnel or equipment and the City's personnel or property.

The resultant Contractor must provide the most recent twenty-four (24) months of accident history report, upon contract commencement.

25.2. RECONCILIATION REPORTS

Upon request, legible driver sheets shall be submitted for each driver within 24 hours to reconcile and provide information to the Contractor. The Contractor shall provide a contact for the reconciliation process to answer any questions and aid in solving discrepancies. These driver sheets shall contain the following information:

25.2.1 Date, driver name and employee ID number.



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25.2.2 Information for each load hauled including times, transaction numbers, originating facility, tractor and trailer numbers, the commodity (such as Municipal Solid Waste), the weight, the number of miles driven, and other information as requested by the City.

Weekly invoicing reports shall constitute official reporting for reconciliation purposes. The Contractor shall maintain, and supply as requested the following information:

25.2.3 The number of loads and weights of materials transferred from the transfer station(s) to SR85LF and associated costs.

25.2.4 Number of loads and weights of materials hauled to other designation facilities, including associated one-way mileage and costs.

25.3. BUDGET CONTROLS

The Contractor shall maintain fiscal accounting processes and budgetary controls to ensure the responsible use and management of contract funds and accurate invoicing.

The Contractor shall ensure costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the City of Phoenix.

25.4. OBSERVATION AND INSPECTION

25.4.1 The City, its representatives, and invitees shall always have the right to observe and inspect operations, provided it is conducted in such manner to minimize interference with the Contractor's performance and operations. The inspector may review operating records for the current and previous contract years and may consist of an inspection of the physical areas of operations and equipment with emphasis on safety and hazard mitigation.

25.4.2 The City may at any time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Contract.

25.4.3 The City's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon the City.

25.5. GPS MONITORING

The Contractor shall provide a system that meets the following requirements for the City to monitor the locations of tractor trailers being used to satisfy this contract.

25.5.1 The system shall offer real-time data collection, storage and reporting of vehicle operations, with reference to the Global Positioning System (GPS) providing location, direction, and speed of travel. The system shall have the capability to plot positions of interest on a graphical map display. The display system must show critical information in a map



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display that interactively works with a tabular report. It must have the ability to record on--scene times and locations.

- 25.5.2 The City requires the ability to geo-fence a point of interest to observe which vehicles have crossed the geo-fence.
- 25.5.3 The reporting and mapping software must run in a network environment using an Internet browser.
- 25.5.4 This system shall be accessible by a minimum of eight (8) City users.
- 25.5.5 The Contractor shall provide sufficient support for the system to ensure minimal malfunctions or instances where the system does not operate as expected. The system should be operational and accessible at a minimum of 95% of the time to ensure access to information.
- 25.5.6 The Contractor is to immediately notify the City when the system is not fully functional and when the system has been restored.
- 25.5.7 The City shall have access to download historic data.

26. COMPENSATION

26.1. BASIS AND METHOD OF PAYMENT

- 26.1.1 The Contractor shall submit invoices weekly, in a form acceptable to the City. The City shall pay the contractor within thirty (30) days of receipt of an accurate and correct invoice. Loads over 80,000 lbs. will not be paid beyond the 80,000 lbs. gross weight limit unless the Arizona Department of Transportation issues a temporary emergency permit for emergency movement of waste above the legal gross weight. Any emergency permits must be forwarded to the city for documentation.
- 26.1.2 The contractor shall submit invoices based on the current ton price, the ton mile price and the fuel price. The invoices shall include as separate items the ton mile price for other hauling of materials, if any. Amounts should be rounded to the nearest tenth.
- 26.1.3 The City prefers that all invoices be submitted electronically. However, should there be a disruption to this process, all Contractor invoices shall be delivered in person or mailed first class to the generating facility (27TS or NGTS), postage prepaid to:



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For 27TS	For NGTS
City of Phoenix Solid Waste Superintendent 3060 S. 27 th Ave. Phoenix, AZ 85009	City of Phoenix Solid Waste Superintendent 30205 North Black Canyon Hwy. Phoenix, AZ 85085

26.1.4 The City may deduct any liquidated damages previously communicated to Contractor in writing that are contractually due to the City from the payment due to the Contractor. Any such deduction shall not prohibit the City from seeking any other damages or declaring an event of default.

26.2. INFLATION FACTOR

26.2.1 **Transportation Adjustment:** The ton price and ton mile price shall be adjusted on an annual basis for inflation. The adjustment shall be limited to the percentage of change in the Consumer Price Index (CPI), less energy, for a recent previous twelve-month period, or three percent (3%), whichever is less. Any change in prices will be referred to herein as the “Adjusted Prices”. For purposes of this Contract, transportation adjustment CPI is defined as the Western Region Consumer Price Index for Statistics (BLS), United States Department of Labor. Contractor’s price adjustment documentation for the ton price and ton mile price shall be provided by June 1 and will use April of previous year with April of current year.

Transportation CPI-All Urban Consumers	
Series Id:	CUUR0400SA0LE
Series Title:	All items less energy in West urban, all urban consumers, not seasonally adjusted
Area:	West
Source:	https://data.bls.gov/cgi-bin/srgate

26.2.2 **Fuel Adjustments:** The adjustment shall be limited to the percentage of change in the Consumer Price Index (CPI), Automotive diesel fuel, per gallon/3.785 liters. For purposes of this Contract, fuel adjustments CPI is defined as the Automotive diesel fuel, per gallon/3.785 liters in U.S. city average, average price, not seasonally adjusted Consumer Price Index for Statistics (BLS), United States Department of Labor. Fuel adjustments shall be adjusted on a quarterly basis.

Fuel CPI Average Price Data, U.S. city average (AP)	
Series Id:	APU000074717
Series Title:	Automotive diesel fuel, per gallon/3.785 liters in U.S. city average, average price, not seasonally adjusted
Area:	U.S. city average
Source:	https://data.bls.gov/cgi-bin/srgate



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Future fuel adjustments will follow the schedule quarters commencing April 1st, July 1st, October 1st, and January 1st. Fuel adjustments considerations for **April 1st** will be per the quarter of October 1st through December 31st, **July 1st** considerations will be per the quarter, January 1st through March 31st, **October 1st** considerations will be per the quarter, April 1st through June 30th and **January 1st** considerations will be per the quarter, July 1st through September 31st.

Fuel Adjustment Schedule	
Fuel Adjustment Quarters	Month Consideration
April 1 st	October 1 st – December 31 st
July 1 st	January 1 st – March 31 st
October 1 st	April 1 st – June 30 th
January 1 st	July 1 st – September 31 st

26.2.3 In the event that the BLS ceases publication of the specified CPI for transportation, the City and the Contractor shall determine an agreeable inflation index that most closely approximates the Western Region CPI for the remainder of the Contract.

27. EVALUATION CRITERIA

In accordance with Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to the City based upon the evaluation criterial listed below. The evaluation factors are listed in the relative order of importance and more details provided. The total available points equal to 1,000.

Group 1 and Group 2 proposals will be evaluated independently.

Price	325 POINTS
Operations Plan	325 POINTS
Experience/Past Performance	300 POINTS
Transition Plan	<u>50 POINTS</u>
	1000 POINTS

27.1. PRICE BASE AND FUEL PRICE– 0 - 325 Points Total

27.1.1 Proposers shall submit prices in accordance with the Price Page(s) in the Bid Price Submittal via Excel. This Bid Price Submittal represents that City of Phoenix's official request for price quotation and **MUST** be completed by the Proposer. The pricing stated herein must be a firm fee for a one-year contract period. Unless otherwise and specifically provided within this contract, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs,



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incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

27.1.2 ADDITIONAL ALTERNATIVES AT THE CITY'S DISCRETION

Proposers shall identify the additional cost or savings, if any, of the following options for the City's consideration in accordance with the Price Page(s) included herein in the "Submittal", Section VI. This number will be adjusted for inflation over the life of the contract as stated in Section V, Item 26.2.

- 27.1.2.1 Offeror shall outline what change to the base price per ton and fuel price per ton, if any, should the loading and unloading hours at the transfer stations and landfill be increased from the current loading and unloading hours to the following:

Loading at 27TS and NGTS:

Monday- Friday: 4:30 a.m. to 3:30 p.m.

Saturdays and Holidays: 5:30 a.m. to 2:30 p.m.

Unloading at SR85LF:

Monday- Friday: 3:30 a.m. to 3:00 p.m.

Saturdays and Holidays: 3:30 a.m. to 12:00 p.m.

27.2. Operations Plan – 0 - 325 Points Total

The Offeror shall submit a complete operational plan as described in Section V, Item 18 for review. The plan shall include a Technical Risk Plan and a Non-Technical Risk Assessment as described below. It is the Offeror's responsibility to prove to the City that they have more expertise than their competitors in terms of identifying and minimizing technical risks. Offeror shall identify risk, briefly explain the cause(s) of the risk and offer a solution.

27.2.1 TECHNICAL RISK PLAN

The Technical Risk Plan shall be developed around fulfilling the City's more technical requirements, the risks within those technical requirements, and the solutions for those risks, all within the known service constraints and City's expectations. The Technical Risk Plan must prioritize the major technical risks that exist within the service, its delivery, and City's expectations. In essence, an Offeror's response shall identify technical risks that exist, how they are minimized (the solution) with the Offeror's expertise and how this differentiates them from their competition. The Technical Risk Plan must NOT exceed two (2) pages (front side of page only).



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27.2.2 NON-TECHNICAL RISK ASSESSMENT

The Offeror shall list and prioritize major non-technical risk items that are unique to this service. This includes areas that may cause cost increases, transition delays, or cause dissatisfaction to the City. Risks in this plan shall focus on issues that you do not control. The risk should be non-technical but shall also contain enough information to describe to a reader why the risk is a valid risk. The Offeror must also explain how they will avoid or minimize the risk from occurring (the solution). If the Offeror has a unique method to minimize the risk, they should explain it in non-technical terms.

27.3. Experience and Past Performance – 0 - 300 Total Points

The Proposer shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services. [Limit one (1) page maximum]

27.3.1 KEY PERSONNEL

List the job descriptions, titles, and staffing requirements for all personnel who will be direct employees, contract employees, or independent contractors utilized for the services. All drivers of the tractors, the Management Representative, local Operations Manager and the Service Coordinator shall be employees of the Offeror or an approved sub-contractor and are required to have the appropriate class of license from the State of Arizona.

List of subcontractors to be used, including any Small Business Enterprise firms.

Attach resumes of the Key personnel that will be specifically assigned to this contract, including the Management Representative, local Operations Manager and Service Coordinator. Include education and training. Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed. [Limit one (1) page per resume, and a maximum of five (5) pages. The resumes should be for the same key personnel that will be assigned to any resultant contract.

27.3.2 ADVERSE ACTIONS/POTENTIAL IMPACT

State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing,



SECTION V – SCOPE OF WORK

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strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.

27.3.3 GOVERNMENT/CORPORATE EXPERIENCE

State your firm's experience in providing services to large public entities or large corporate entities. List all other government contracts that you have now or have had in the past five years including the City of Phoenix.

27.3.4 ADDITIONAL MINIMUM REQUIREMENTS.

Demonstrate experience in municipal solid waste hauling from transfer station facilities to disposal facilities or similar solid waste hauling experience for a minimum of five (5) continuous years, include the total tonnage hauled per month for the past twenty-four (24) months.

27.3.4.1 Demonstrate fleet operation capability by operating a minimum fleet of twenty (20) 18-wheel Tractor and trailers at a gross vehicle weight rating of 80,000 pounds for each 18-wheel Tractor and trailer. Offeror shall submit a fleet maintenance records summary for at least twenty (20) 18- wheel Tractor and trailers for the past twelve (12) months, including date, mileage, type of maintenance performed, and vehicle identification number.

27.3.4.2 Demonstrate experience with operating and maintaining tipper equipment.

27.3.4.3 Resultant Contractor must provide the most recent twenty-four (24) months of Accident history, and be able to submit the company's safety plan prior to the initial haul date.

27.3.5. EQUIPMENT INVENTORY

Offeror must submit an equipment inventory, which shall contain, at a minimum, the following components:

27.3.5.1 The number, type, age, and description of tractors that will be utilized for the services of hauling the number of tons handled by the site or sites being bid for service. All tractors must be licensed and registered in Arizona.



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27.3.5.2 The number, type, age, and description of transfer trailers (including dimension and volume) that will be utilized for the services of hauling the number of tons handled by the site or sites being bid for service. All trailers must be licensed and registered in Arizona. The City is committed to maintaining a litter free environment, the operations plan shall describe the methods employed to ensure litter spilling from trailers is prevented.

27.3.5.3 The number, type, age, and description of tipper equipment that will be utilized for unloading at the Destination Facility.

27.4. Transition Plan – 0 - 50 Points Total

The Proposer shall submit a one (1) page plan that involves the key action steps necessary to be ready to commence execution of Hauling obligations as of July 2022. This document shall include important dates that equipment will be acquired, driver hired, training completed, and other milestones that shall be met prior to July 2022.

27.5 GENERAL

27.5.1 INTERVIEW - CLARIFICATION ONLY

The City reserves the right to shortlist the Proposers on all the stated criteria. However, the City may determine that short listing is not necessary.

If necessary, the City may shortlist the top-rated firms based on the collected information (Experience and Past Performance, Price Proposal, Operations Plan, Financial Stability, and Transition Plan). Shortlisted Proposers will be required to participate in an interview period. The City may interview all key personnel, including (but not limited to):

- Local Operations Manager
- Managing Representative
- Service Coordinator

The City may also request to interview additional personnel. The City will interview individuals separately (but also reserves the right to interview as a group). No other individuals from the Proposer's organization will be allowed to sit in or participate during the interviews.

Important note: All proposed team members must be actual personnel who will be working on this account and must be available in person for interviews if needed on a future date. No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail



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to attend the interview will not be given a score which may jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final contract.

27.5.2 ADDITIONAL INVESTIGATIONS

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal including, without limitation, information provided by former employees and/or creditors.

27.5.3 PRIOR EXPERIENCE

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating the qualifications and experience.

27.5.4 OVERALL EVALUATION OF THE PROPOSAL RESPONSE

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

27.5.5 REQUIRED AGREEMENTS

Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

SECTION VI - SUBMITTALS

The City will allow Proposers to submit offers for both Group 1 – 27th Avenue and Group 2 – North Gateway. Proposers are not limited to selecting one group. Should multiple offers be submitted from a single Proposer the offers must be packaged separately and follow the guidelines listed below.

1. DELIVERY OF PROPOSALS

Each proposer must submit the following in a sealed package marked with the proposer’s name, proposer’s address, RFP number and the title of this RFP:

- 1 original hardcopy proposal including, Section VI - Submittals, Signed Addenda (if applicable), Bid Price Submittal and,
- 1 electronic copy of the proposal in Microsoft Word and/or Excel on a Windows-compatible USB flash drive including, Section VI - Submittals, Signed Addenda (if applicable), Bid Price Submittal and,
- 5 electronic copies of the proposal in Microsoft Word and/or Excel on a Windows-compatible USB flash drive excluding Section VI - Submittals, Signed Addenda (if applicable), and Bid Price Submittal.

Proposals must be in the actual possession of the City at the designated location, on or prior to, the exact time and date indicated in the Schedule of Events. Late proposals will not be considered. The prevailing clock will be the City’s clock at the location designated for delivery of the proposal. **Proposals received after the deadline will be disqualified as non-responsive.**

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).

2. OFFER SUBMITTAL FORMAT:

2.1 Prepare the Proposal in an organized manner where one can navigate easily through all proposed materials. Utilize a Table of Contents with divider tabs to distinguish sections of the Proposal. Clearly identify and describe all requirements on the Request for Proposal. Scoring will consider not only content, but readability, organization, format and coordination with other parts of the Proposal.

2.2 The written offer should be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and the telephone number of the individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;



SECTION VI – SUBMITTALS

CITY OF PHOENIX

- Submitted with contact information for the individual(s) authorized to negotiate with the City;

2.3 The Bid Price Submittal information must be provided in MS-Excel, as an unlocked workbook with all calculations visible to validate formulas used for costs.

2.4 Brochures or marketing material must NOT be supplied. This material will not be reviewed or evaluated, and the Proposer must not use this type of material as part of the information requested to meet proposal requirements.

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.**

4. BID PRICE SCHEDULE:

Respond to the Excel file provided on solicitations.phoenix.gov

5. CONTRACTOR’S ACCOUNT REPRESENTATIVES:

Main Contact _____

Email Address _____

Phone Number _____

Alternate Contact _____

Email Address _____



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CITY OF PHOENIX

Phone Number _____

6. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided complete Solid Waste Long Haul Services listed in this solicitation for a period of 5 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 Solid Waste Long Haul Services.

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

7. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

8. PLACE OF BUSINESS:

Bidder’s place of business will be an award factor in order to minimize the City’s transportation and handling costs. If additional service locations are available or if different from the address in Offer Section, enter below:

9. CONTRACTOR LICENSING REQUIREMENTS:

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. §. 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. Offeror certifies possession of the following license:

Licensed Contractor’s Name _____

Class _____

License Number _____

Expiration Date _____



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)	
--	--

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

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

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

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
Ed Zuercher, City Manager

Ginger Spencer
Public Works Director

_____ this ____ day of _____ 2021
City Clerk

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



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
-------	----	------	--------

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.



SECTION VI – SUBMITTALS

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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).



SECTION VI – SUBMITTALS

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- 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

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

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

OATH

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



SECTION VI – SUBMITTALS

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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



Outbound Refuse Tons by Year														
Site	Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
27TS	2017	41,315	37,832	47,215	38,710	41,024	39,147	39,824	41,351	34,420	34,175	37,447	34,141	466,600
	2018	36,986	30,852	34,824	36,359	38,862	35,175	39,543	41,475	35,303	44,462	41,192	37,351	452,385
	2019	41,881	34,555	38,420	41,860	43,745	39,691	40,783	38,953	36,502	46,326	42,753	46,813	492,281
	2020	51,905	46,568	46,236	47,127	43,485	45,630	44,156	39,522	43,064	42,783	42,728	44,764	537,968
	2021	43,003	40,351	48,192										
NGTS	2017	22,316	20,350	26,810	24,312	26,308	28,850	25,574	27,991	25,424	24,280	24,387	20,686	297,288
	2018	23,682	21,728	26,396	24,050	31,039	25,968	24,275	34,263	26,657	28,559	28,561	26,867	322,046
	2019	26,969	23,772	27,156	29,198	32,910	32,061	27,422	30,951	27,424	27,236	25,537	26,507	337,144
	2020	27,805	26,085	35,056	35,799	37,395	38,939	32,788	29,874	32,975	31,134	28,246	30,265	386,362
	2021	29,668	31,559	36,482										

*At the time of this report only three months worth of data available for calendar year 2021

Outbound Recycle Tons by Year														
Site	Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
27TS	2017	-	-	-	-	-	-	-	-	-	-	-	-	-
	2018	-	-	-	-	-	-	-	-	-	-	-	-	-
	2019	-	-	-	-	-	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-	-
	2021***	2,406	2,511	2,640	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200
NGTS	2022**	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	38,400
	2023**	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	38,400
	2017	-	-	-	-	-	-	-	-	-	-	-	-	-
	2018	-	-	-	-	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*At the time of this report only three months worth of data available for calendar year 2021

**Recycle tons hauled from 27th Ave. to NGTS is not guaranteed and is dependent on 27TS MRF Replacement. 3,200 tons a month is based on 800 tons delivered per week.

SECTION VII – EXHIBIT A



Outbound Green Organics Tons by Year														
Site	Year	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
27TS	2017	-	-	-	-	-	-	-	-	-	-	-	-	-
	2018	-	-	-	-	-	-	-	-	-	-	-	-	-
	2019	-	-	-	-	-	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	-	-	-	-	-	-	-	-
	2021	-	-	-	-	-	-	-	-	-	-	-	-	-
NGTS	2017	-	-	-	-	-	-	-	-	-	-	-	-	-
	2018	-	-	-	-	-	-	-	-	-	-	-	-	-
	2019	-	-	-	-	-	-	-	-	-	-	-	-	-
	2020	-	-	-	-	-	934	1,005	1,093	1,000	1,391	438	849	6,711
	2021*	755	1,006	1,144	-	-	-	-	-	-	-	-	-	2,905

*At the time of this report only three months worth of data available for calendar year 2021

**Green Organics tons hauled from NGTS to 27TS is not guaranteed and is dependent on inbound green organics and seasonal changes.

**SECTION VII – EXHIBIT A****CITY OF PHOENIX**

Average Refuse Hauled Out at 27TS by Weekday						
Year	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2017 Avg.	1,562	1,685	1,742	1,725	1,567	755
2018 Avg.	1,513	1,665	1,632	1,614	1,612	727
2019 Avg.	1,663	1,804	1,881	1,799	1,738	652
2020 Avg.	1,823	1,918	2,002	1,910	1,876	813
2021 Avg.*	1,849	1,911	1,977	1,804	1,947	917

**For calendar year 2021 only three months of actuals*

Average Refuse Hauled Out at NGTS by Weekday						
Year	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2017 Avg.	1,074	1,092	1,071	1,053	967	500
2018 Avg.	1,039	1,099	1,104	1,131	1,110	753
2019 Avg.	1,091	1,186	1,177	1,262	1,131	684
2020 Avg.	1,325	1,331	1,394	1,381	1,312	713
2021 Avg.*	1,257	1,250	1,341	1,651	1,466	791

**For calendar year 2021 only three months of actuals*

Average Recycle Hauled Out at 27TS by Weekday						
Year	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2017 Avg.	-	-	-	-	-	-
2018 Avg.	-	-	-	-	-	-
2019 Avg.	-	-	-	-	-	-
2020 Avg.	-	-	-	-	-	-
2021 Avg.	150	150	150	150	150	100

**Recycle tons is not guaranteed in subject to change depending on 27TS MRF startup*

Average Green Organics Hauled Out at NGTS by Weekday						
Year	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2017 Avg.	-	-	-	-	-	-
2018 Avg.	-	-	-	-	-	-
2019 Avg.	-	-	-	-	-	-
2020 Avg.	73	74	82	76	87	55
2021 Avg.*	42	44	49	54	61	47

For calendar year 2021 only three months of actuals**Tonnage heavily dependent on seasonal changes.*