



## SOLICITATION ADDENDUM

Solicitation Number: IFB 22-SW-037 (CR) Addendum #1 Page 1 of 6

Solicitation Due Date: Wednesday, January 26, 2022 1:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
200 W. Washington Street  
7th Floor  
Phoenix, AZ 85003  
Phone: (602) 495-3606

### IFB 22-SW-037

### RESIDENTIAL 35-65-95 GALLON CONTAINERS

The following are questions received and the City responses accordingly:

#### **QUESTION 1:**

Page 36, Section V – Item 4.3 – requires minimum wall thicknesses for cart bodies and lids. While these measurements may be accurate for injection molded carts, carts are rotationally molded with medium density polyethylene, creating a more durable, resilient, long-lasting container. Lids are designed as durable coverings, injection molded with high density polyethylene, and our design is a long-lasting, flex-hinge design. We respectfully request that the City allow minimum nominal wall thicknesses as below for rotationally molded cart option:

- 35-gallon – nominal 0.155” body thickness and nominal 0.120” lid thickness
- 65-gallon – nominal 0.164” body thickness and nominal 0.120” lid thickness
- 95-gallon – nominal 0.172” body thickness and nominal 0.120” lid thickness

#### **CITY RESPONSE:**

The City approves this request if the container is warranted for the ten-year period. Manufacturer must confirm both injection and rotationally molded carts are recyclable.

See Section V – REVISED SCOPE OF WORK, Item 4.3 – Attached to this Addendum 1

See Section VI – REVISED SUBMITTALS, Item 5. – Attached to this Addendum 1

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#### **QUESTION 2:**

Page 36, Section V – Item 4.5 – requires the lid to be the same thickness as the container body. However, Item 4.3 requires different thicknesses for these parts. We respectfully request that the sentence “The lid shall have the same thickness as the container” be omitted from this specification.

#### **CITY RESPONSE:**

The City approves the removal of the sentence, “The lid shall have the same thickness as the container” be omitted from this solicitation.

See Section V – REVISED SCOPE OF WORK, Item 4.5 – Attached to this Addendum 1

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#### **QUESTION 3:**

Page 39, Section V – Item 7.1 – requires replacement of a complete/full unit for any cart component failure. This is not an industry standard practice, nor is it an environmentally sustainable practice. We respectfully request that the City require part for part replacement (lid for a failed lid, wheel for a failed wheel, body for a failed body, etc.).

#### **CITY RESPONSE**

No, the city declines this request due to the inventory process. Operationally it works for the City to have a replacement container regardless of part be replaced with a new container.

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### **QUESTION 4:**

Page 39, Section V – Item 7.2 – allows 30 calendar days for warranty claim completion. This timeframe is not feasible in these uncertain times where delivery time frames may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws. We respectfully request 45-60 days to fulfill warranty claims.

### **CITY RESPONSE:**

No, the City declines this request since we depend on our warranty replacements as inventory for the operation. Historically, this 30-day turnaround time frame has not been an issue.

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### **QUESTION 5:**

Page 39, Section V – Item 7.2 – it is not feasible for contractors to visually inspect all failed containers, but we rely on photograph samplings of damage for documentation. Manufacturers will inspect periodically, or as needed, according to failures and other factors as deemed appropriate by the manufacturer. Standard warranties also do not provide for picking up failed containers or paying fees for City's disposal costs. The failed carts are the property of the City, and it is the City's decision to dispose of the failed containers as deemed appropriate by the City. We respectfully request that these provisions be deleted.

### **CITY RESPONSE:**

No, the City declines this request. It is not feasible with the volume of containers the city warranties each year.

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### **QUESTION 6:**

Page 39, Section V – Item 7.2 – We request that the City clarify what is meant by “There will be no billing of replacement containers until related contested warranty claim is resolved.”

### **CITY RESPONSE:**

The City is making manufacturer(s) aware that payment for warranty containers will not be made due to the contractor's failure to inspect the container.

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### **QUESTION 7:**

Page 39, Section V – Item 7.2 – requires that the City's determination shall be final in cases of contested claims. We respectfully request that this be a mutual decision between the City and the Contractor.

### **CITY RESPONSE:**

No, the City declines this request, in the event a mutual decision cannot be made.

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### **QUESTION 8:**

Page 39, Section V – Item 7.3 – requires the Contractor to pick up damaged containers not covered under warranty and pay the City current market rate for the recycled plastic.

- Will the City supply the name and contact information of their current recycled plastics vendor?
- Would the City amend to allow the Contractor to secure best rates from a recycler, as cart manufacturers are adept at finding best rates for this purpose?



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- o Will the City stack and disassemble carts to prepare for the recycler to pick up containers?

### **CITY RESPONSE:**

1. The City currently does not have a contracted recycled plastics vendor.
2. No, the City will be contracting a plastic recycling vendor.
3. Yes, the City can stack and disassemble carts to prepare for recycler to pick up.

### **QUESTION 9:**

Page 40, Section V – Item 8.1 – requires that the Contractor is obligated to provide the City with replacement parts at no cost to the City. Also, the City requires exorbitant costs for the short period of 30 days to provide the free parts, plus liquidated damages. This is not standard or fair practice and creates undue hardship for the Contractor. We respectfully request that this requirement be deleted with the allowance of part for part warranty replacements and City purchased parts for non-warranty repairs.

### **CITY RESPONSE:**

No, the City declines this request. Historically previous contractors can provide parts at no cost which assists in reducing the number of full cart replacements.

### **QUESTION 10:**

Page 40, Section V – Item 10 – requires fully assembled carts be delivered to the City and unloaded by the Contractor.

- o Does the City desire carts to be shipped fully assembled or will the City (related to an above question) assemble carts (add wheels).
- o Will the City unload carts as a more feasible alternative to this requirement?

### **CITY RESPONSE:**

1. The City requires carts to be delivered and stacked up to 7 carts high with only the bottom cart being fully assembled, including lids and wheels.
2. The City is unable to unload carts from the vendor.

### **QUESTION 11:**

Page 43, Section VI, Item 3, Bid Items 3 and 4 – requires pricing for 48/52 gallon and 32/35 gallon carts, but quantity for orders is zero. Will the City guide bidders with whether it may purchase minimum 100 carts of each size/model with the same color, markings and features, and mix with other sizes of carts to create full load orders?

### **CITY RESPONSE:**

The City does not guarantee ordering these size carts only upon operational needs, however, we would like to keep this size option available for future use.

### **QUESTION 12:**

PAGE 35, Section V – Item 3 – requires all orders to be unloaded and assembled at sites designated by the City. Unloading is not a standard service, and with orders of less than 3,000 carts at once, or unknown



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quantities throughout the contract, it is not materially feasible to require unloading and assembly. Would the City unload and assemble carts?

### **CITY RESPONSE:**

1. The City requires carts to be delivered and stacked up to 7 carts high with only the bottom cart being fully assembled, including lids and wheels.
2. The City is unable to unload carts from the vendor.

### **QUESTION 13:**

SECTION V, 1: Bid Items: 32-35-gal & 48/52-gal Carts: Since a quantity of zero is shown for both 32/35 & 48/52-gallon containers, may we disregard reference to these sizes and submit samples, supporting information and pricing for 65- & 95-gal carts only?

### **CITY RESPONSE:**

Yes, that is acceptable. On occasion the City may order 32/35 gallon containers. 48/52 is now an optional pricing.

Please see SECTION VI – REVISED SUBMITTALS, Item 3. – Attached to this Addendum 1

### **QUESTION 14:**

SECTION V, 3: Assembly and Availability Requirements: Since contractor must offload and assemble the carts, we respectfully request the City waive the requirement for carts to be stacked 6 or 7 high, and allow full truckload shipments. Maximizing freight efficiency helps reduce emissions and results in a lower overall cost. Contractors providing this service are fully equipped to offload full stacks/truckloads of carts.

### **CITY RESPONSE:**

No, the City declines this request, historically the city has not incurred any issues with unloading and assembling carts.

### **QUESTION 15:**

SECTION V, 4.4 Dimensions: If City is not agreeable to request in question 1, we ask that our 32/35-gal cart with a width of 22.8" be accepted.

### **CITY RESPONSE:**

Yes, the City will accept this bid for 32/35 gallon container with a width of 22.8".

See SECTION V – REVISED SCOPE OF WORK, Item 4.4 – Attached to this Addendum 1

### **QUESTION 16:**

SECTION V, 5. In-Mold Labeling: Since IML is optional and for recycle carts only, will the City add a line to the pricing page to allow separate pricing for IML's?



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### **CITY RESPONSE:**

Yes, there is a separate column to the pricing page to allow for IML pricing.

See SECTION VI – REVISED SUBMITTALS, Item 3. – Attached to this Addendum 1

### **QUESTION 17:**

Since any addenda may affect the specifications and therefore, may affect our samples submission, might the City allow samples to be delivered within a week or two after the bid opening date?

### **CITY RESPONSE:**

The City will accept samples within a week or two-time frame after the bid opening date.

### **QUESTIONS 18:**

Page 19, Section II – Item 4.1 provides payment terms of 30-45 calendar days. We respectfully request a change to payment terms of net 30 calendar days.

### **CITY RESPONSE:**

The City's standard payment terms is Net 45. If a discount is given, then the payment terms are reduced to a Net 30. More information can be found in SECTION VI – REVISED SUBMITTALS, Item 2. – Attached to this Addendum 1

### **QUESTIONS 19:**

Page 26, Section III - Item 2 – requires prices firm 1 year, then annual adjustments allowed. While we would like to honor this schedule, unfortunately costs have continued to rise due to the very complicated circumstances of today, as we still maintain compliance with applicable CDC/local agency guidance and mandates, executive orders, and Canadian, United States, provincial, state and local laws. Additionally, suppliers and freight carriers continue to experience COVID-related impacts including customer demand surges, labor and freight disruptions, price increases in all aspects of purchase and shipping, supplier force majeure and weather-related incidents like the ice storms earlier in the year in Texas, and recent hurricanes in the area of gulf resin companies' operations. We respectfully request that the City allow quarterly price adjustments per actual changes in independent market cost indices (such as Plastics News for resin and DAT for freight), as a fair approach to price increases and decreases, with the hope that resin and freight charges will fall prior to a year's end. We do not wish for the City to pay current high pricing for a year when relief may be able to be offered prior to the anniversary of the contract.

### **CITY RESPONSE:**

This is standard language in the City's contracts. Understanding the market challenges that are presented at this time, prices increase requests are being reviewed and approved on a case by case basis with proper documentation to support the increase request.

SECTION III – SPECIAL TERM AND CONDITIONS, Item 2 is being revised to include the following language. Please see REVISE section of this addendum.



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**REVISE:**

Section III – Special Terms and Conditions, Item 2.  
Provision to include the language below:

**The City of Phoenix will request written documentation of the published price index from the manufacturer every six months to determine if current pricing levels may be decreased.**

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**DELETE AND REPLACE:**

Delete and Replace in its entirety and any reference to:

SECTION V – SCOPE OF WORK to be replaced with SECTION V – REVISED SCOPE OF WORK  
SECTION VI – SUBMITTALS to be replaced with SECTION VI – REVISED SUBMITTALS.

Both revisions are attached to this Addendum 1

The balance of the specifications and instructions remain the same. Interested parties must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the inquiry.

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

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

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

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



**SECTION V – REVISED SCOPE OF WORK**

**CITY OF PHOENIX**

**SECTION V – REVISED SCOPE**

**1. Requirements**

For the supply and delivery of black, blue, and tan containers with a nominal capacity of 90/98, 60/68, 48/52, and 32/35 liquid gallons, including full unit warranty replacement containers, for a fully automated collection system per schedule (schedule may be changed depending on demand) or as-needed basis for a two (2)-year period with three (3) one-year extensions commencing on or about May 2, 2022.

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

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

<b>Bid Item#</b>	<b>Description</b>	<b>Estimated Quantities</b>
1.	<b>90/98-gallon</b> container	65,000 annually
2.	<b>60/68-gallon</b> container	5,000 annually
3.	<b>32/35-gallon</b> container	0
<b>OPTIONAL</b>		
4.	<b>48/52 -gallon</b> container	0

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

**2. Substitution of Specified Items**

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

**3. Assembly and Availability Requirements**

Containers will be ordered as needed and shall be delivered and stacked 6 to 7 high with only the bottom cart containing wheels within 30 calendar days after receipt of an order.

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



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### 4. Design Specifications

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

#### 4.1. Container Capacity

Bid Item 1 - "90/98-gallon container" shall hold a minimum of 90 U.S. liquid gallons.

Bid Item 2 - "60/68-gallon container" shall hold a minimum of 60 U.S. liquid gallons.

Bid Item 3 - "48/52-gallon container" shall hold a minimum of 48 U.S. liquid gallons.

Bid Item 4 - "32/35-gallon container" shall hold a minimum of 32 U.S. liquid gallons.

#### 4.2. Color

All bid items shall be black, blue, and tan in color. Contractor shall submit color chips with the bid. If contractor offers several shades, the City will select the shade.

#### 4.3. Resin Weight

##### 4.3.1 Injections Molded Carts

35-gallon resin weight: 17lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175-inch wall thickness throughout the container and 0.135 for the lid.

65-gallon resin weight: 25lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175-inch wall thickness throughout the container and 0.135 for the lid.

95-gallon resin weight: 29.7lbs +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of 0.175-inch wall thickness throughout the container and 0.135 for the lid.

##### 4.3.2 Rotational Molded Carts

- 35-gallon – nominal 0.155" body thickness and nominal 0.120" lid thickness
- 65-gallon – nominal 0.164" body thickness and nominal 0.120" lid thickness
- 95-gallon – nominal 0.172" body thickness and nominal 0.120" lid thickness

#### 4.4. Dimensions

All dimensions must be compatible with the fully automated collection equipment in use by the City. 90/98-gallon containers shall be no wider than 32 inches, designed to pass easily through gates or standard doors. 60/68-gallon containers shall be no wider than 28 inches. 32/35-gallon containers shall be no wider than 22.8 inches.

#### 4.5. Lid

Shall be the same material as the container and be of such configuration that it shall not warp, bend, slump or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lid shall fit flush around all contact points with the base of the container to within one-sixteenth on an inch, or to within the





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current definitions of a fly-tight container as determined by the city. The lid shall open easily and fully to 270 degrees. The lid must operate smoothly and not be a safety hazard or potential maintenance problem. When closed, the lid must prevent entry of rain and flies without the use of latches. Failure of the lid to perform as stated above will be deemed a failure under the warranty.

### **4.6. Movement**

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

### **4.7. Structural Integrity**

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

### **4.8. Compression Force**

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

### **4.9. Finish**

Container and lid interior and exterior surfaces shall be smooth and have an even, continuous surface. Containers and lids and all areas handled shall be completely deburred with no sharp edges or corners. Containers and lids are to be manufactured to highest commercial standards.

### **4.10. Identification Markings**

The container shall be labeled as shown in Specifications, molded or hot stamped in the location shown in SECTION VII- EXHIBITS, details in accordance with minimum and maximum dimensions or as directed by the city. The Phoenix Bird shall be 3 inches molded or hot stamped in white. SECTION VII - EXHIBITS. Graphics for recycle lids shall be molded or hot stamped in white; the graphics shown and located in Section VII - EXHIBITS. All characters will be capital letters.

### **4.11. Resin Manufacturing**

Contractors would identify the manufacturer, material type and production method of the resin.

### **4.12. Specification of Recycled Materials**

Contractor must state the percentages of particular grades of recycled content (post-consumer scrap) used in the proposed containers' resin in separate documentation. The City is requiring a minimum 20% post-consumer container per container.



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### 4.13. Certification of Recycled Materials

Contractor must supply a letter from the resin manufacturer that certifies that the recycled post-consumer content is of like quality of 100% virgin resin, the actual source of resin and the contractor's assured capability of obtaining sufficient content to complete the contract prior to bid award.

### 4.14. Weight Requirements

Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation or structural failure.

### 4.15. Recyclability

All plastic components will be recyclable into other polyethylene products of a similar nature. Contractor shall provide a statement of recyclability of the proposed container and components, and vendor shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) prior to bid award. The City shall have the final determination as to recyclability.

### 4.16. Metal Components

All metal components shall be rust resistant.

### 4.17. Labeling

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

## 5. Graphic on Container and Lid – In-Mold Labeling (IML)

Graphics and letter sizes as indicated in Section VII – EXHIBITS are guidelines. Optional IML graphics and letter sizing will be discussed and approved by the City at the Post Award Conference.

Graphic on Container and/or Lid I IML – IMLs will be adhered to recycling containers for 65 and 95-gallon containers. The minimum order quantity for IMLs is a truckload – 65 Gal Containers = 648, 95 gal Containers = 702.- See SECTION VII -EXHIBITS for Approved In-Mold Label.

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

The City reserves the right to order containers without IML.

## 6. Contractor Capabilities

Along with the bid, the following information shall be immediately submitted for review:

- 6.1. One (1) set of drawings in an 8.5 inch by 11-inch size showing all relevant dimensions of the containers.
- 6.2. Name, address, phone number, and statutory agent of distributor (delivery sub-contractor) if other than contractor.



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

### 7. **Warranty Requirements**

- 7.1. **Warranty Specifications:** Contractor must submit with bid, a document which clearly states the exact warranty for the containers proposed. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of a completely assembled, full-unit replacement container if any component is damaged or fails.
- 7.2. **Warranty Claim Procedures and Required Delivery Schedule:** In the event that a container under warranty is identified by the City as requiring replacement, the City shall retain that container and notify the contractor through email of its warranty claim on a regular basis. Within thirty (30) calendar days of this notification, the contractor shall honor the warranty claims by delivering replacement containers to the City, or the Contractor may choose to notify the City in writing within the 30-day period that it contests the warranty claims, although contest of warranty claims will not relieve the Contractor of the obligation to deliver replacement containers. It will be the responsibility of the Contractor to visually inspect the failed containers during the above period. Failure to inspect any failed container will result in a waiver of the Contractor's right to contest the City's warranty claim and permission for the City to **dispose** of the failed container and assess any cost against the Contractor. The burden of proof when contesting warranty claims is solely on the Contractor.

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

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

### 7.3. **Warranty Replacement Containers**

All containers have a 10-year warranty on:

- container body
- lid (damaged or missing)
- wheels (damaged or missing)
- axle (damaged or missing)
- and all attachments

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



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Contractor will provide information using the bar code data sheet to show remaining years on each container. The Contractor is responsible for providing as many replacement containers as necessary to provide the city with use of a non-defective container for ten (10) full years as provided under warranty. The Contractor may use the average remaining warranty life of the containers submitted in each claim, and hot stamp them correspondingly, in consultation with the City. The warranty period shall be told during the time a replacement container is on order with the Contractor.

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

### 8. City Repairs

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

#### 8.1. Replacement Parts Guarantee

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

8.2. Failure Rate: Statistically, all containers should have a failure/replacement/repair rate NO GREATER THAN 5% during the first year in service AND a failure/replacement/repair rate NO GREATER THAN 10% during the first two years in service.



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### 9. Container Purchases

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

### 10. Required Delivery Schedule

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

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

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

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

### 11. Reporting Requirements

Contractor to provide data per the requirements below:

Requirement 1: Contractor will provide the City with a data file for all containers delivered

Requirement 2: All data files will be sent as an Excel document (.xlsx)

Requirement 3: Method for sending data files to determined city employee. Name will be given at the time of award.

Requirement 4: The data will contain the following:

- Number of containers delivered
- Commodity type
- Container unique serial number
- Unique identifier on returning warranty containers
- Unique identifier will be a "w"
- Start of the warranty date
- End warranty date
- Container Manufacture date



**SECTION V – REVISED SCOPE OF WORK**

**CITY OF PHOENIX**

**Requirement 5: Returned Containers**

Provide an excel list of all returned containers covered under warranty with replacement container and warranty remaining.



**SECTION VI – REVISED SUBMITTALS**

**SUBMITTAL SECTION**

**1. COPIES:**

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

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

**1.2 For Electronic Submittal via email**

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

**1.3 Please submit only the Submittal Section,**

Do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).

**2. COSTS AND PAYMENTS:**

**2.1 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.**



SECTION VI – REVISED SUBMITTALS

CITY OF PHOENIX

3. BID PRICE SCHEDULE:

ALL OR NONE

Bid Item#	Description	Estimated Quantities	Unit Price/ each Container	IML	Total price
1.	90/98-gallon container	65,000 annually	\$	\$	\$
2.	60/68-gallon container	5,000 annually	\$	\$	\$
3.	32/35-gallon container	0	\$	\$	\$
<b>Grand Total – All or None</b> *Will determine low bid					*\$
<b>OPTIONAL:</b>					
4.	48/52-gallon container	0	\$	\$	\$

4. DELIVERY:

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

5. RECYCLE:

Check yes or no if carts manufactured are recyclable

Injection Mold: \_\_\_\_\_ Yes \_\_\_\_\_ No

Rotational Mold: \_\_\_\_\_ Yes \_\_\_\_\_ No

6. WARRANTY:

Specify the Contractor or dealership/manufacturer where warranty work will be done:

Contractor \_\_\_\_\_

Address \_\_\_\_\_

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

7. REFERENCES:

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: 35-65-95 GALLON CONTAINERS

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

Address \_\_\_\_\_





**SECTION VI – REVISED SUBMITTALS**

**CITY OF PHOENIX**

Reference \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

Reference \_\_\_\_\_

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

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



**SECTION VI – REVISED SUBMITTALS**

**CITY OF PHOENIX**

**OFFER**

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

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

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

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

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

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

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIONS - CITY’S REGISTRATION)	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

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

\_\_\_\_\_  
Date

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

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

Address \_\_\_\_\_

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

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

Company’s Fax Number \_\_\_\_\_

Company’s Toll Free # \_\_\_\_\_

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



**SECTION VI – REVISED SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

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

**CITY OF PHOENIX**

A Municipal Corporation  
Jeffrey Barton, City Manager

\_\_\_\_\_  
Joe Giudice  
Public Works Director

Attest:

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

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



**SECTION VI – REVISED SUBMITTALS**

**CITY OF PHOENIX**

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

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

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

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

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

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



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

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

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

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

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

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

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

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



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

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

**8. Acknowledgements**

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

**B. Fraud Prevention and Reporting Policy**



**SECTION VI – REVISED SUBMITTALS**

**CITY OF PHOENIX**

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

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

**OATH**

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

**PRINT NAME**

**TITLE**

**SIGNATURE**

**DATE**

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