

**AGREEMENT FOR**  
**Trash Liners and Poly Sheeting**  
**City of Glendale Solicitation No. IFB 23-20**

This Agreement for Trash Liners and Poly Sheeting ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and WESTERN PNEUMATIC TOOL CO, an Arizona company, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 23-20 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

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

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$75,000, as specifically detailed in **Exhibit B** (the

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

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

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

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

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

## 6. **Termination.**

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

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

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

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

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
- 8.1 Indemnification.
- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
  - b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
  - c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and

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

12.2 Representatives.

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

Western Pneumatic Tool Co.  
 c/o Brian Hill  
 Sales Representative  
 5213 S 30<sup>th</sup> Street #C300  
 Phoenix, AZ 85040  
 602-323-2804

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

City of Glendale  
 c/o Anne Shadle  
 5850 W Glendale Ave  
 Glendale, Arizona 85301  
 623-930-2864  
 ashadle@glendaleaz.com

With required copy to:

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

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

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

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

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

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

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

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

14.2 Interpretation.

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

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

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

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

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

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

15. **Term.**

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price

adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>

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

Exhibit A      Project

Exhibit B      Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By:  
Its: City Manager


ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Western Pneumatic Tool Co,  
an Arizona company



By: Brian Hill  
Title: Sales Rep

**EXHIBIT A**

**Trash Liners and Poly Sheeting**

**PRODUCTS**

Western Pneumatic shall provide products per attached IFB 23-20 Scope of Work.



# CITY OF GLENDALE PROCUREMENT DIVISION INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 23-20  
**ONLINE BID NUMBER:** 42300022  
**TITLE:** TRASH LINERS AND POLY SHEETING  
**PUBLISHED DATE:** OCTOBER 20, 2022  
**BID DUE DATE AND TIME:** NOVEMBER 4, 2022, BEFORE 2:00 PM LOCAL TIME

**NOTE:** This is a sealed bidding process requiring bids to be submitted **ONLINE** via the Vendor Self-Service (VSS) system at <https://glendaleaz.munisselfservice.com> before the date/time shown above. The Vendor Self-Service system will not accept late bids.

**CONTACT:** Anne Shadle, Procurement Officer  
623-930-2864, Email: [ashadle@glendaleaz.com](mailto:ashadle@glendaleaz.com)

**Bids must be submitted electronically to Procurement through Vendor Self-Service System (VSS). Vendor registration instructions:**

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352>

Bids shall be opened for public viewing in the presence of one or more witnesses via virtual meeting:

Microsoft Teams meeting  
**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)


Meeting ID: 247 684 885 714

Passcode: CwJSP4

[Download Teams](#) | [Join on the web](#)

The name of each bidder, and the bid price shall be recorded on a bid record. The name of the required witness shall also be recorded.

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

	<b>SOLICITATION NUMBER:  IFB 23-20 / 42300022  TRASH LINERS AND POLY SHEETING</b>	<b>CITY OF GLENDALE  Procurement Division  5850 West Glendale Avenue,  Suite 317  Glendale, Arizona 85301</b>
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**Exhibits Package**

- Exhibit 1: Special Notices
- Exhibit 2: Special Terms and Conditions
- Online Submittal Checklist



**SOLICITATION NUMBER:  
IFB 23-20 / 42300022  
TRASH LINERS AND POLY SHEETING**

**CITY OF GLENDALE  
Procurement Division  
5850 West Glendale Avenue,  
Suite 317  
Glendale, Arizona 85301**

**1. INTRODUCTION**

The City of Glendale, Arizona (City), is requesting bids from qualified vendors (Bidders) for the purchase and delivery of trash liners and poly sheeting on an “as needed” basis. The resulting Agreement shall provide for all materials in this contract. Unit pricing shall be firm to include the cost of freight and all other associated direct or indirect costs, excluding taxes.

**2. OBJECTIVES**

The Water Services Department is requesting bids for the purchase of trash liners and poly sheeting on an “as needed” basis for a one-year period.

**3. SPECIFICATIONS**

**3.1 GENERAL SPECIFICIATIONS**

- A. The item specifications and descriptions represent items that meet the City’s needs.
- B. The City may purchase additional quantities at any time within the contract period at the awarded contract price as per the terms and conditions of the resultant contract.
- C. Quantities listed in this Invitation for Bid are the City’s annual estimated amount only and is subject to availability of appropriated funds.

**3.2 TECHNICAL SPECIFICATIONS**

**A. Trash Liners**

- 1. Liners covered by these specifications shall be of the type and style described on the pricing sheet. All liners must be constructed of polyethylene material.
- 2. Liners shall be clear or black as noted on the PRICE SHEET. Liners of other colors not specified with the liner dimension requirements will not be accepted.
- 3. All liners shall be at least (3) three mil in strength. Bidders shall specify mil strength on the PRICE SHEET. For the purposes of determining lowest bidder, any mil strength over (3) three mil will not have special consideration to overall bid price.
- 4. All products must be first-class quality. All products must be packaged to arrive in an undamaged and unsoiled condition. Any products received that do not meet these criteria will be returned and replaced by the Bidder.

**B. Poly Sheeting**

- 1. Sheeting must be by these specifications shall be of the type and style as described on the Price Sheet (Section 5.0). All sheeting must be constructed of polyethylene material.
- 2. Sheeting must be at least (4) four mil in strength. Bidders shall specify mil strength on the PRICE SHEET. For the



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purposes of determining lowest bidder, any mil strength over 4 mil will not have special consideration to overall bid price.

3. Sheeting must be 12' in width and at least 100' in length (non-perforated). Bidders shall specify length size of roll on the PRICE SHEET.
5. Sheeting shall be clear or black in color. Sheeting of other colors will not be accepted by the City.

- C. All products must be first-class quality. All products must be packaged to arrive in an undamaged and unsoiled condition. Any products received that do not meet these criteria will be returned and replaced by the Bidder.

**3.3 DELIVERY REQUIREMENTS**

- A. All deliveries shall be FOB Destination with freight prepaid and allowed to the location listed in this solicitation and any other location requested by the Water Services Department.
- B. Fuel surcharge shall not apply
- C. Deliveries shall be made Mondays through Fridays, 6:30 a.m. through 2:00 p.m., City holidays excluded.
- D. Bidder shall deliver all trash liners and poly sheeting to Materials Control Warehouse located at 6429 West Orangewood Ave., Bldg. N, Glendale Arizona, 85301.

**4. OTHER REQUIREMENTS**

- A. Term. The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years as defined in 4.B.
- B. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- C. Quantities. Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.



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- D. Performance of Service. Performance of the required services shall be completed in accordance with the Specifications.
- E. Changes to Products or Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to products or services within the scope of the work as may be deemed necessary to best serve the needs of the City.
- F. Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Bidder. The cost of replacing the product/service and other similar expenses shall be paid by the Bidder.
- G. Pricing. Bidder's pricing shall include, but not be limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested product and services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

- H. Price Changes. Bidder may submit a request for price adjustment **90 days** prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes. Supporting justification may include cost increase that was clearly unpredictable at the time of the bid and is directly correlated to the price of the product; formal announcement from the manufacturer that the cost of the contract product has been increased, etc.

The City will review the request and will determine if the price adjustments shall be granted or if an alternate option is in the best interest of the City. The price adjustment, if approved, will be effective and executed via a contract amendment.

- I. Order Acceptance. Work products/services delivered to the City will be subject to a complete inspection by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards.

The Bidder shall be fully responsible for shipping charges for replacement products to correct items not in compliance with specifications and/or work quality.

- J. Bidder Performance or Quality Deficiency. When Bidder is notified of a performance or quality deficiency, the Bidder shall have 48 hours from the



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time of notification to initiate corrective action in any specific instances of unsatisfactory performance or quality. Failure to correct unacceptable product or to provide suitable material within the specified time frame may result in reduction of payment or non-payment for service. If the Bidder fails to correct the problem, the City reserves the right to correct the situation by whatever is deemed in the best interest of the City (e.g. with City personnel or by separate contract, and the cost of such actions deducted from the Bidder's monthly invoice).

**5. ESTIMATED QUANTITIES**

All estimated quantities listed in the PRICE SHEET is based off the following assumptions:

- Liners, 55 gal. 36" x 58" x 3', 100/per case
- Liners, 90 gal. 34" x 27" x 63", 50/per case
- Sheeting, 12' x 100' 1/per Roll

**6. CONTRACT ADMINISTRATION**

The Water Services Department Management Analyst or designee shall perform all Contract Administrative functions associated with this document.

**EXHIBIT B**  
**Trash Liners and Poly Sheeting**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**


Method and amount of compensation will be as specified in IFB 23-20 Pricing Workbook.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$75,000.

**DETAILED PROJECT COMPENSATION**

See attached Pricing Workbook.

	<b>SOLICITATION NUMBER: IFB 23-20 / 42300022 TRASH LINERS AND POLY SHEETING PRICING WORKBOOK</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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**1. PRICING WORKBOOK**

Offerors shall completely fill out the Price Sheet. Offerors shall provide unit prices in the Core Products List and discount percentages in the Catalog Products List.

Offerors shall submit copies of their manufacturer’s suggested retail price (MSRP), retail price sheets or published catalogs containing catalog prices, description, brand name, make and model of each product offered.

All prices offered to the City shall be firm and fixed for the specified contract period. Prices shall include, but not limited to, delivery, labor, equipment, tools, materials, supplies, licenses, fees, insurance, warranty, profit and any other associated direct or indirect costs.


**Sales tax shall not be included in the Unit Price for the purpose of determining the lowest cost.**

However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

**PRICE SHEET**

Item No	Description	Mil Thickness	Unit of Measure	Quantity per Unit	Estimated Annual Quantity (B)	Unit Price Per bag/foot (C)	Extended Price (B*C)
1.1	55 gal. 36" x 58" x 3' Flat Bottom Clear Trash Liner, must be 3 mil or thicker	<u>.003</u>	<u>ea</u>	<u>100</u>	3,000 ea.	<u>\$.59</u>	<u>\$1804.62</u>
1.2	90 gal. 34" x 27" x 63" Flat Bottom Black Trash Liner, must be 3 mil or thicker	<u>.003</u>	<u>ea</u>	<u>50</u>	4,000 ea.	<u>\$1.09</u>	<u>\$4360</u>
1.3	12' x 100' Poly Sheeting Clear or Black, must be 4 mil or thicker	<u>.004</u>	<u>foot</u>	<u>1</u>	3,000 ft.	<u>\$.35</u>	<u>\$1050</u>
<b>Sub-Total (item No. 2.1 through 2.3)</b>							<u>\$7214.62</u>

1.4 Other catalog products 10% Off

	<b>SOLICITATION NUMBER: IFB 23-20 / 4230022 TRASH LINERS AND POLY SHEETING PRICING WORKBOOK</b>	<b>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</b>
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2. **TAX AMOUNT** Bidder should not include any use tax or federal tax in their bid price. The City is NOT exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration. Tax: 8.6 %
3. **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.
- Yes, I will accept payment under this contract with the Procurement Card.
- No, I will not accept payment under this contract with the Procurement Card.
4. **DELIVERY** Bidder agrees that all services shall be performed or delivered in accordance with the SCOPE OF SERVICES.

**OFFEROR NAME:** Western Pneumatic Tool Co  
dba: Construction Tool & Supply